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COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

November 26, 2003

Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

AMENDMENT NUMBER THREE TO COUNTY AGREEMENT NUMBER 72190 WITH QUADRAMED CORPORATION AND THE COMPUCARE COMPANY FOR TURNKEY HEALTHCARE INFORMATION SYSTEMS (All Districts) (3 Votes)

CIO RECOMMENDATION: APPROVE ☒ APPROVE WITH MODIFICATION [] DISAPPROVE []

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director and Chief Medical Officer of Health Services, or his designee, to sign, following the signatures by authorized representatives of QuadraMed Corporation (QMDC) and The Compucare Company (Compucare), Amendment Number Three, substantially similar to Exhibit I, to County Agreement Number 72190 for Harbor-UCLA Medical Center (HUMC), Olive View-UCLA Medical Center (OVUMC), and Los Angeles County + University of Southern California Medical Center (LAC + USCMC), to extend the term of the Agreement through December 31, 2005; to upgrade certain System Hardware and System Software; to extend existing Communications Network rates through December 31, 2005; to approve a new subcontractor related to certain System Hardware and System Software; to add a \$50 million limitation on Contractor's liability to County and exclusions for certain damages; to increase pool dollars for HUMC and LAC + USCMC for professional services and goods; to continue implementation of certain Application Software modules; to increase rates for maintenance services and professional services; to increase the Contract Sum by \$8,546,919 to a total of \$56,792,686; and to make various other changes to the Agreement.

PURPOSE OF RECOMMENDED ACTION:

In approving this recommended action, the Board is authorizing the Director of Health Services, or his designee, to sign this Amendment Number Three to:

1. extend the term of the Agreement through December 31, 2005,
2. upgrade certain System Hardware and System Software,

3. extend existing Communications Network rates through December 31, 2005,
4. approve a new subcontractor related to certain System Hardware and System Software,
5. add a \$50 million limitation on Contractor's liability to County and exclusions for certain damages,
6. increase pool dollars for HUMC and LAC + USCMC for professional services and goods,
7. continue implementation of certain Application Software modules,
8. increase rates for maintenance services and professional services,
9. increase the Contract Sum by \$8,546,919 to a total of \$56,792,686, and
10. make various other changes to the Agreement.

JUSTIFICATION:

Board approval of this amendment is recommended to ensure uninterrupted, continuous modifications, upgrades, and maintenance of the Turnkey Healthcare Information System (HIS) at each of HUMC, OVUMC, and LAC + USCMC. This Agreement is slated to expire on December 31, 2003. During the extended term under this amendment, County and QMDC and Compucare intend to negotiate a new agreement to consolidate this agreement with County Agreement Number 56649.

The County has guidelines for the timely submission of contracts for Board approval. However, DHS was unable to submit the recommended amendment three weeks in advance of the effective date, as required under the guidelines, because of the extended negotiations with QMDC on maintenance of the new System Hardware and cancellation of the December 23, 2003 Board meeting.

FISCAL IMPACT/FINANCING:

Funding for this agreement is included in the FY 2003-04 Adopted Budget and will be requested by the Department as a continuing appropriation in future fiscal years. There is no additional increase in budgeted net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On August 23, 1989, the Purchasing Agent approved County Agreement Number A51549 with Compucare for the acquisition and maintenance of a turnkey HIS, including, but not limited to, clinical modules and hardware, for each of HUMC and OVUMC. This agreement was modified on 20 occasions by amendments. Amendment Number 19, approved by the Board on June 15, 1999, added QMDC as a contractor under the agreement to be held jointly and severally liable and responsible for any and all of the obligations, responsibilities and liabilities of Compucare under that agreement.

On May 7, 1992, the Purchasing Agent approved County Agreement Number A53813 for the acquisition and maintenance of a turnkey HIS, including but not limited to, clinical modules and

hardware for LAC+USCMC. This agreement was modified on 11 occasions by amendments. Amendment Number 11, approved by the Board on June 15, 1999, added QMDC as a contractor under the agreement to be held jointly and severally liable and responsible for any and all of the obligations, responsibilities and liabilities of Compucare under that agreement.

On June 29, 1999, the Board approved successor County Agreement Number 72190 with Compucare and QMDC for the turnkey HIS consolidating the two existing agreements into a single agreement which includes HUMC and OVUMC and LAC+USCMC. This action is consistent with the Board's direction to consolidate and reduce the number of agreements with a single vendor, when possible. This agreement has provided enhanced Compucare Affinity clinical software modules, hardware and software upgrades, communications network hardware, software and services, and other professional services, and continued maintenance on the hardware and software to support ongoing operations of the existing HIS at HUMC, OVUMC, and LAC+USCMC. On December 4, 2001, the Board approved Amendment Number One to continue the Communications Network work to support the ongoing operations of HIS currently in use at HUMC, OVUMC, and LAC+USCMC, to provide functional requirements for two Application Software modules, to change certain Third Party Software, to change certain acceptance testing, and to transfer funds among certain pools for funds for professional services and goods. The amendment also corrected an oversight in the termination date of the Sigma Pool Dollars used for Sigma Software maintenance services to be consistent with the termination date (June 30, 2001) of the subcontract with EXM Inc., which provided such services under a subcontract with Compucare and QMDC.

On March 26, 2003, the Board approved Amendment Number Two to add standard County contract language regarding Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The proposed amendment updates the list of System Hardware and System Software, and provides for the acquisition of new System Hardware and System Software to be maintained by QMDC's and Compucare's subcontractor, Software Information Systems, Inc. (SIS), in partnership with IBM Corporation, which manufactures most of the new System Hardware and new System Software. This will ensure continuous maintenance, upgrades, and modifications of the HIS. The amendment also limits the liability of QMDC to \$50 million and limits the liability for certain damages, including loss of use of data or loss of data that are caused by a failure of the new System Hardware or new System Software. The remaining value of this agreement for the extension period is significantly less than the liability limit, and QMDC and Compucare have successfully provided DHS with a turnkey HIS since 1989. Additionally, in respect of the new System Hardware and new System Software to be installed under the proposed amendment, DHS will not accept such hardware and software nor make any payment to QMDC and Compucare until such hardware and software successfully complete DHS' system reliability tests, thus the likelihood for hidden defects capable of causing major failure is decreased. For these reasons, DHS finds these limitations on Contractor's liability and for certain damages to be acceptable.

Certain older hardware, however, is not being replaced under the proposed amendment. DHS continues to use older mission critical software originally provided by Compucare known as Sigma software, that can only run on hardware that is past its normal life cycle. The Sigma software is no longer covered by this agreement and is being maintained under a separate agreement by another contractor. HUMC uses Sigma software for Pharmacy, Laboratory and Blood Gas systems, and OVUMC uses Sigma software for Pharmacy and Surgery Scheduling systems. Although QMDC's subcontractor, EMC Corporation (EMC), will use commercially reasonable efforts to repair and replace defective parts to the Sigma hardware, it will not obligate itself to replace complete units of hardware that fail. Additionally, QMDC will assume no obligation for maintenance of the Sigma hardware beyond what is covered directly by EMC. Given the age of the hardware, DHS believes QMDC and EMC have not been unreasonable. QMDC and EMC have the experience to maintain the Sigma hardware and ensure that the interfaces between the older and newer QMDC

software are maintained while DHS migrates these older Sigma systems to replacement systems as part of its enterprise information systems strategy.

Applicable new standard County contract language has been added in this proposed Amendment Number Three.

The County CAO' Risk Manager has approved the indemnification, insurance, warranties, and limitation on liabilities provisions of the amendment and the subcontracts attached.

The County's Chief Information Officer concurs with the Department's recommendation.

Sidley Austin Brown & Wood, LLP (contract counsel) has reviewed the attached amendment (Exhibit I) and recommends Board approval. The amendment has also been reviewed and approved as to form by County Counsel. Also, the County's Internal Services Department, Purchasing and Central Services, has reviewed and approved the amendment.

Attachment A provides additional information.

CONTRACTING PROCESS:


DHS did not advertise this proposed Amendment Number Three on the Office of Small Business' Countywide Web Site as a contracting opportunity, because it is for the continued provision of technical services for which the current contractor is uniquely qualified to perform. To select a new contractor at this time would be extremely costly to the County.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

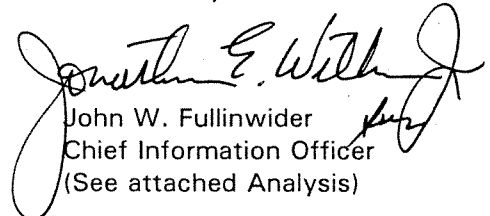
The Board's approval of the recommended amendment will continue the ongoing operations of the HIS currently in use at each of HUMC, OVUMC, and LAC+USCMC.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,


Thomas L. Garthwaite, M.D.,
Director and Chief Medical Officer
Department of Health Services

Reviewed by:


John W. Fullinwider
Chief Information Officer
(See attached Analysis)

TLG:lg (GATTON\BOARD LETTER 72190.WPD)

Attachments

c: Chief Administrative Officer
Chief Information Office, Los Angeles County
County Counsel
Executive Officer, Board of Supervisors
Director of Internal Services
Auditor-Controller

SUMMARY OF AMENDMENTTYPE OF SERVICE:

Under the agreement amendment, The QuadraMed Corporation and Compucare Company will continue to provide a turnkey Healthcare Information System (HIS) at each of Harbor-UCLA Medical Center (HUMC), Olive View-UCLA Medical Center (OVUMC), and Los Angeles County + University of Southern California Medical Center (LAC + USCMC).

AGENCY ADDRESS AND CONTACT PERSON:

The Compucare Company, A QuadraMed Company
7555 Irvine Center Drive, Suite 200
Irvine, California 92618
Attention: Sandra K. Williams, Vice President
Telephone: (949) 754-6000

TERM:

The amendment will be effective as of the earlier of the date of approval hereof by County's Board of Supervisors or January 1, 2004, except that: (a) the rates for maintenance services and labor rates set forth in this Amendment, including the attachments hereto, shall be effective as of January 1, 2004; (b) Subparagraph 10.11 of the body of this Agreement shall be effective as of January 1, 2004, as such subparagraph applies to Exhibits I-A, I-B, and I-C, attached hereto as Attachments 10, 11, and 12, respectively; and (c) Subparagraph 10.12 of the body of this Agreement shall be effective as of January 1, 2004. The amendment will remain in full force and effect during the extended term of the agreement through December 31, 2005.

FINANCIAL INFORMATION:

Funding for this agreement is included in the FY 2003-04 Adopted Budget and will be requested by the Department as a continuing appropriation in future fiscal years. There is no additional increase in budgeted net County cost.

FACILITIES TO BE SERVED:

HUMC, OVUMC, and LAC + USCMC.

DESIGNATED ACCOUNTABLE FOR PROGRAM EVALUATION:

Kathy Shibata, Enterprise Project Director

APPROVALS:

Information Systems Branch:	Lawrence Gatton, Office of the Chief Information Officer
County Chief Information Officer:	Jon W. Fullinwider, Chief Information Officer
Contracts and Grants Division:	Riley Austin, Acting Chief
County Counsel (approval as to form):	James Kashian, Principal Deputy County Counsel

CIO ANALYSIS

AMENDMENT NUMBER THREE TO AGREEMENT 72190 WITH QUADRAMED CORPORATION FOR HOSPITAL INFORMATION SYSTEMS (HIS)

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☐ New Contract ☒ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract

New/Revised Contract Term: Base Term: 2 Yrs # of Option Yrs

Contract Components:

☒ Software ☒ Hardware ☒ Telecommunications
☒ Professional Services

Project Executive Sponsor: Kathy Shibata, Enterprise Project Director

Budget Information :

Y-T-D Contract Amount	\$ 48,245,767
Requested Contract Amount	\$ 8,546,919
Aggregate Contract Amount	\$ 56,792,686

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?

Project/Contract Description:

The Department of Health Services (DHS) is requesting your Board delegate authority to the Director and Chief Medical Officer of Health Services, or his designee, to sign an Amendment Number Three to Agreement 72190 with QuadraMed Corporation (QMDC) and the Compucare Company (Compucare) to extend the term of this agreement for two years through December 31, 2005 and provide upgrades, enhancements, and maintenance to the Hospital Information System (HIS) at Harbor-UCLA Medical Center (HUMC), Olive View-UCLA Medical Center (OVUMC) and Los Angeles County + University of Southern California Medical Center (LAC+USCMC). This amendment will also increase the contract sum by \$8,546,919 to a total of \$56,792,686.

Background:

The HIS is the core system at these facilities that maintains patient information and supports administrative/business and clinical care management. HUMC and OVUMC acquired the HIS, including clinical modules, hardware, and professional services via a Board authorized agreement on August 23, 1989. LAC+USCMC, in a separate agreement, acquired the HIS, including clinical modules, hardware, and professional services on May 7, 1992. These two existing agreements were consolidated into a single agreement (the underlying agreement 72190 for this amendment) for all three facilities and was approved by your Board on June 29, 1999.

Your Board has approved two amendments to this agreement:

- **Amendment Number One** – Approved on December 4, 2001, supporting the communications network upgrade at these facilities, providing functional requirements for two Application Software modules, changing certain Third Party Software and acceptance testing, and transferring funds among certain pools for funds for professional services and goods. It also corrected an oversight in the termination date of the Sigma Pool Dollars used for Sigma Software maintenance services.
- **Amendment Number Two** – Approved on March 26, 2003, adding standard County contract language regarding Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The proposed amendment, if authorized by your Board, would provide the following:

- **Purchase and installation of new system hardware and software.** Certain existing Data General system hardware and software, which is obsolete and no longer supported, would be upgraded with new IBM hardware and software.
- **Extend existing communication network rates.** Labor rates for communication network upgrades were extended through December 31, 2005.

- **Add a new subcontractor to support new system hardware and software.** Software Information Systems, Inc. (SIS), would be added to support this new hardware and software.
- **Increase professional services pool dollars and labor rates.** Pool dollars would be increased by \$3,871,340 to fund contract staff at HUMC and LAC+USCMC to support their HIS, and labor rates for these services have been amended for these to reflect cost-of-living adjustments.
- **Limitations on liability.** There are two primary limitations on Contractor's liability:
 - 1) An overall \$50 million cap on the Contractor's liability to the County. DHS has agreed to these limitations because QMDC has proven to be a reliable vendor partner and has successfully implemented and supported the HIS at these facilities since 1989. Additionally, the remaining Agreement value for the extension period is significantly less than the limit.
 - 2) Exclusions for certain damages to the Contractor and applicable subcontractors for work performed in maintaining certain hardware and any problems caused by upgrade of the new system hardware and software. DHS believes their risk here is mitigated with respect to the new hardware and software by contract language requiring that acceptance and payment be contingent on successful completion of system reliability tests, thus reducing the likelihood for hidden defects capable of causing major failure.

Outside counsel has participated in negotiating and developing this amendment and believes the limit on liability is consistent with, if not higher than, the general marketplace, and is reasonable.

- **Support the continued implementation of certain software modules.** This would support ongoing implementations of administrative and clinical software modules at HUMC, OVMC, and LAC+USCMC.

Project Justification/Benefits:

Board approval of this amendment will ensure critical maintenance and enhancements to the core HIS, which maintains patient information and supports clinical care management, at each of these facilities. During the term of this Agreement Amendment, DHS intends to negotiate with Compucare and QMDC a new agreement to consolidate this agreement with County Agreement Number 56649, which supports the HIS at High Desert Health System (HDHS), Rancho Los Amigos National Rehabilitation Center (RLANRC), and Martin Luther King, Jr./Drew Medical Center (K/DMC).

Project Metrics

The HIS at these facilities have been successfully implemented and are largely in maintenance mode. Success is being measured by the successful maintenance and operation of the HIS

and successful implementation of hardware and software upgrades identified in the Amendment.

Impact If Proposal Is Not Approved

If the Amendment is not approved, DHS will be operating the HIS at these facilities without maintenance, and the hardware and software will not be upgraded to stay current with the Vendor's product. This would seriously jeopardize patient care and could result in liability issues for the County.

Alternatives Considered:

No alternative was considered. The alternative, operating the HIS with Vendor support or procuring a replacement HIS does not appear feasible at this time.

Project Risks:

There are two primary risks identified in the Amendment that deal with Contractor limitation of liability.

- 1) The limitation on Contractor liability for maintenance of antiquated Data General (DG) in the DHS' environment. Under this amendment, the Contractor is only obligated to "commercially reasonable" efforts with respect to the DG hardware and can cease providing maintenance on any item of hardware on 120 days notice. Moreover, the Contractor's obligations are further limited with respect to DG hardware running Sigma software. The Contractor will provide no guarantees or warranty on maintenance services on this hardware and has declined to obligate itself to replace complete units of hardware, but has agreed to try to locate replacement hardware when necessary.
- 2) The exclusion for certain damages (loss of use of data and loss of data) that may be caused by a failure of the new system hardware and software that would be added, as describe previously.

Risk Mitigation Measures:

To mitigate the risk of unsupported hardware described above, DHS has developed a plan with the Contractor that calls for the replacement of this obsolete DG hardware – expect hardware support Sigma applications – prior to any possible termination of maintenance services (within 120 days of the effective date of the Amendment or May 2004) of the hardware and software. However, the primary concern here is the DG hardware running the Sigma software, which is used to manage pharmacy, laboratory, and blood gas systems at HUMC, and the pharmacy and surgery scheduling systems at OVMC. Sigma, which is no longer vendor supported and is planned for replacement by DHS, is only designed to operate on older DG hardware. The Contractor is only obligated to commercially reasonable efforts to maintain this hardware, and DHS efforts to migrate Sigma software are either underway or planned.

With respect to new system hardware and software, DHS is mitigating this risk by the contractual requirement that acceptance and payment of the hardware and software be contingent on successful completion of system reliability tests, thus reducing the likelihood for hidden defects capable of causing major failure.

Financial Analysis:

This amendment, if authorized by your Board, will increase the Contract sum by \$8,546,919 to a total of \$56,792,686. The Department indicates they have available appropriation to pay the annual cost of this amendment.

CIO Concerns:

None.

CIO Recommendations:

We recommend your Board delegate authority to the Director and Chief Medical Officer of Health Services, or his designee, to sign this amendment.

CIO APPROVAL

Date Received: 11/21/03
Prepared by: [Signature]
Date: 11/26/03
Approved: [Signature]
Date: 11/26/2003

EXHIBIT I

**AMENDMENT NUMBER THREE TO
COUNTY AGREEMENT NUMBER 72190**

BY AND AMONG

THE COUNTY OF LOS ANGELES

AND

QUADRAMED CORPORATION

AND

THE COMPUCARE COMPANY

FOR

UPGRADE TO

TURNKEY HEALTHCARE INFORMATION SYSTEMS (HIS)

FOR

HARBOR-UCLA MEDICAL CENTER,

OLIVE VIEW-UCLA MEDICAL CENTER

AND

LOS ANGELES COUNTY + UNIVERSITY OF

SOUTHERN CALIFORNIA MEDICAL CENTER

DECEMBER 2003

**AMENDMENT NUMBER THREE TO
AGREEMENT FOR TURNKEY HEALTHCARE INFORMATION SYSTEMS
[COUNTY AGREEMENT NUMBER 72190]**

This Amendment Number Three is entered into by and among the County of Los Angeles (hereafter "COUNTY") and The Compucare Company (hereafter sometimes "CC"), a Delaware corporation, and QuadraMed Corporation (hereafter sometimes "QMDC"), a Delaware corporation (hereafter CC and QMDC collectively referred to as "CONTRACTOR"), and amends that certain County Agreement Number 72190, dated June 29, 1999, and captioned "Agreement By and Among the County of Los Angeles and QuadraMed Corporation and The Compucare Company for Upgrade to Turnkey Healthcare Information Systems (HIS) for Harbor-UCLA Medical Center, Olive View-UCLA Medical Center and Los Angeles County + University of Southern California Medical Center," including Amendment Number One, dated December 4, 2001, and Amendment Number Two, dated March 26, 2003, (hereafter collectively "Agreement").

WHEREAS, CONTRACTOR has been installing, developing identified modifications for, and maintaining a Turnkey Healthcare Information System (hereafter "System") for each of COUNTY's Harbor-UCLA Medical Center, Olive View-UCLA Medical Center and Los Angeles County + University of Southern California Medical Center under the Agreement;

WHEREAS, CONTRACTOR and COUNTY desire to amend the Agreement to extend the term of the Agreement through December 31, 2005; to upgrade certain System Hardware and System Software; to extend existing Communications Network rates set forth in Attachment A-1 (Communications Network at HUMC, at OVUMC, and at LAC+USCMC) of Exhibit A (Statement of Work) through December 31, 2005; to approve a new Subcontractor related to certain System Hardware and System Software; to add a \$50 million limitation on Contractor's liability to County and exclusions for certain damages; to increase rates for maintenance services and for professional services; to increase pool dollars for Harbor-UCLA Medical Center and Los Angeles County + University of Southern California Medical Center; to increase the Contract Sum; and to make various other changes; and

WHEREAS, during such extended term of this Agreement, CONTRACTOR and COUNTY intend to negotiate a new agreement to succeed this Agreement.

NOW, THEREFORE, pursuant to Paragraph 6 (Change Notices and Amendments) of the Agreement, CONTRACTOR and COUNTY hereby agree to amend the Agreement as follows:

1. Subparagraph 1.1 (Interpretation) of the body of the Agreement is amended to read:
"1.1 Interpretation:

Exhibits A, B, C, D, E, F, I, I-A, I-B, I-C, I-D, J, K, O and P are attached to and form a part of this Agreement. Exhibits L and N are incorporated herein by reference. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service, or other work, or otherwise, between the body of this Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, and then to the Exhibits according to the following priority:

1. Exhibit A - Statement of Work
2. Exhibit B - Schedule of Payments
3. Exhibit C - Project Schedule
4. Exhibit D - Schedule of Maintenance
5. Exhibit E - CONTRACTOR Employee Acknowledgment and Confidentiality Agreement
6. Exhibit F - CONTRACTOR's EEO Certification
7. Exhibit G - [INTENTIONALLY OMITTED]
8. Exhibit H - [INTENTIONALLY OMITTED]
9. Exhibit J - System Software License
10. Exhibit I - Required Subcontract Provisions
11. Exhibit I-A - Subcontract Between CONTRACTOR and EMC Corporation
12. Exhibit I-B - Subcontract Between CONTRACTOR and L Tech Network Services, Inc.
13. Exhibit I-C - Subcontract Between CONTRACTOR and InterSystems Corporation
14. Exhibit I-D - Subcontract Between CONTRACTOR and Software Information Systems, Inc.
15. Exhibit K - Optional Hardware/Optional Software/Optional Professional Services
16. Exhibit L - COUNTY Agreement Number A51549 by and between County of Los Angeles and The Compucare Company for a Turnkey Hospital Information System (Harbor-UCLA Medical Center and Olive View-UCLA Medical Center) and COUNTY Agreement Number A53813 by and between County of Los Angeles and The Compucare Company for a Turnkey Hospital Information System (LAC+USC Medical Center)¹
17. Exhibit N - CONTRACTOR's Affinity Version 6.0 Reference Guides
18. Exhibit O - Los Angeles County Code Chapter 2.202 (Determinations of Contractor Non-Responsibility and Contractor Debarment)
19. Exhibit P - Certain County Provisions
20. Exhibit M - [INTENTIONALLY OMITTED]"

2. Subparagraph 1.3.29 (HDH) of the body of the Agreement is amended to read:

“1.3.29 HDH:

As used herein, the term “HDH” shall mean COUNTY's High Desert Health System (formerly known as High Desert Hospital) and its then current remote satellite clinics, whether operated by COUNTY or by COUNTY's contractors.”

3. Subparagraph 2.1.1 of the body of the Agreement is amended to read:

“2.1.1 COUNTY's Project Directors for this Agreement shall be the following persons or their respective designees:

For Harbor-UCLA Medical Center:

Ms. Mary Morgan
Chief Information Officer
Harbor-UCLA Medical Center
1000 West Carson Street, Box 503
Torrance, California 90509
Internet Address: mmorgan@dhs.co.la.ca.us

For Olive View-UCLA Medical Center:

Mr. Melvin Brewster
Chief Information Officer
Olive View-UCLA Medical Center
14445 Olive View Drive, Room 1D132
Sylmar, California 91342
Internet Address: mbrewster@dhs.co.la.ca.us

For Los Angeles County + University of Southern California Medical Center:

Oscar N. Autelli
Chief Information Officer
LAC+USC Healthcare Network
1200 North State Street, Trailer 1
Los Angeles, California 90033
Internet Address: oautelli@lacusc.org”

4. Subparagraph 2.2.1 of the body of the Agreement is amended to read:

“2.2.1 COUNTY's Project Managers for this Agreement shall be the following persons or their respective designees:

For Harbor-UCLA Medical Center:

Ms. Karen Hostetler
Director of Information Services
Harbor-UCLA Medical Center
1000 West Carson Street, Box 503
Torrance, California 90509
Internet Address: khostetler@dhs.co.la.ca.us

For Olive View-UCLA Medical Center:

Ms. Rose Mayfield
Information Management Services
Olive View-UCLA Medical Center
14445 Olive View Drive, Room 1D132
Sylmar, California 91342
Internet Address: rmayfield@dhs.co.la.ca.us

For Los Angeles County + University of Southern California Medical Center:

Ms. Adrina Moreno
Information Management Services
LAC + USC Healthcare Network
1200 North State Street, Trailer 1
Los Angeles, California 90033
Internet Address: amoreno@lacusc.org”

5. Subparagraph 2.3.1 of the body of the Agreement is amended to read:

“2.3.1 COUNTY's Enterprise Project Director for this Agreement shall be the following person or her designee:

Kathy Shibata
Director of Special Projects
Enterprise Project Director
Department of Health Services
313 North Figueroa Street, Room 317
Los Angeles, California 90012
Internet Address: kshibata@dhs.co.la.ca.us”

6. Subparagraph 2.5 (Approval of Work) of the body of the Agreement is amended to read:

“2.5 Approval of Work:

All tasks, subtasks, deliverables, goods, services, and other work provided by CONTRACTOR must have the written approval of COUNTY's Project

Director. In no event shall COUNTY be liable or responsible for any payment prior to such written approval. If System Software Support or Standard Maintenance Services are being provided in accordance with Exhibit D (Schedule of Maintenance), then CONTRACTOR shall be compensated for such services in accordance with the terms and conditions of this Agreement upon presentation of invoices for Monthly System Software Maintenance Support Fees or for Monthly System Hardware Maintenance Support Fees in the amounts set forth in Exhibit D (Schedule of Maintenance), which invoices must conform with Subparagraph 8.1 (General) of this Agreement.”

7. Subparagraph 3.2.1 of the body of the Agreement is amended to read:

“3.2.1 CONTRACTOR's Project Managers shall be the following persons who shall be full-time employees of CONTRACTOR:

For Harbor-UCLA Medical Center:

Mr. Dan Campos
The Compucare Company, A QuadraMed Company
7555 Irvine Center Drive, Suite 200
Irvine, California 92618
Internet Address: dcampos@quadramed.com

For Olive View-UCLA Medical Center:

Mr. Dan Campos
The Compucare Company, A QuadraMed Company
7555 Irvine Center Drive, Suite 200
Irvine, California 92618
Internet Address: dcampos@quadramed.com

For Los Angeles County + University of Southern California Medical Center:

Mr. Dan Campos
The Compucare Company, A QuadraMed Company
7555 Irvine Center Drive, Suite 200
Irvine, California 92618
Internet Address: dcampos@quadramed.com”

8. Subparagraph 3.3.7 of the body of the Agreement is amended to read:

“3.3.7 COUNTY's Project Director may request that a CONTRACTOR employee be removed for "cause" as reasonably determined by COUNTY's Project Director, which shall include: (i) gross negligence, (ii) inattention to or substandard performance of the duties and responsibilities of employment, (iii) excessive unexcused absences from work, (iv) insubordination, (v) violation of COUNTY's established policies and procedures, and/or (vi) conduct

amounting to fraud or dishonesty. When COUNTY's Project Director requests that a CONTRACTOR employee be removed for cause, COUNTY's Project Director shall specify in writing the acts or conduct constituting such cause. Any CONTRACTOR employee so requested to be removed shall be replaced by CONTRACTOR as soon as possible by another employee of CONTRACTOR having comparable skills, training, and experience."

9. Subparagraph 4.1 (General) of the body of the Agreement is amended to read:

"4.1 General:

Pursuant to the provisions of this Agreement, CONTRACTOR shall fully provide, complete, and deliver on time all tasks, subtasks, deliverables, goods, services, and other work as set forth in this Agreement. To the extent that (a) CONTRACTOR's obligations under the foregoing sentence are dependent upon any tasks or responsibilities assigned to COUNTY under this Agreement, and (b) COUNTY fails to perform or delays performance of such COUNTY tasks or responsibilities, then if CONTRACTOR has complied with Paragraph 36 (Notice of Delays), CONTRACTOR shall be relieved of its obligations under the foregoing sentence solely to the extent that, and for the duration that, CONTRACTOR is unable to provide, complete and deliver such tasks, subtasks, deliverables, goods, services, and other work due to COUNTY's non-performance or delay.

COUNTY shall have the following general responsibilities: (i) COUNTY shall endeavor reasonably to provide all requested approvals/denials, acceptances/rejections and notices in a timely manner, (ii) COUNTY shall endeavor reasonably to make its personnel reasonably available to CONTRACTOR for the resolution of issues arising under this Agreement in a timely manner, and (iii) COUNTY shall endeavor reasonably to provide CONTRACTOR with all information reasonably requested by CONTRACTOR in a timely manner.

Nothing in this Subparagraph 4.1 shall limit CONTRACTOR's obligation to provide COUNTY a notice of delay pursuant to Paragraph 36 (Notice of Delays) or alter the dispute resolution procedure set forth in Paragraph 51 (Dispute Resolution Procedure)."

10. Subparagraph 4.2 (Unapproved Work) of the body of the Agreement is amended to read:

"4.2 Unapproved Work:

If CONTRACTOR provides any tasks, subtasks, deliverables, goods, services or other work to COUNTY other than those specified in this Agreement, the

same shall be deemed to be a gratuitous effort on the part of CONTRACTOR and CONTRACTOR shall have no claim whatsoever against COUNTY therefor, unless or until such work is approved by COUNTY's Project Director in accordance with this Agreement. Notwithstanding the preceding sentence, if CONTRACTOR delivers or provides to COUNTY an item of hardware, or other tangible good, that is not required or requested by COUNTY under this Agreement, COUNTY will return such good to CONTRACTOR or to CONTRACTOR's designee, at CONTRACTOR's cost and expense."

11. Paragraph 5 (Term) of the body of the Agreement is amended to read:

"5. TERM:

The term of this Agreement shall commence on the Effective Date, and shall continue through December 31, 2005, unless sooner terminated, in whole or in part, as provided in this Agreement.

Notwithstanding any other provision of this Agreement, the term of the license granted by CONTRACTOR to COUNTY regarding the System Software shall be as provided in Exhibit J (System Software License)."

12. Subparagraph 7.1 (General) of the body of the Agreement is amended to read:

"7.1 General:

The Contract Sum under this Agreement shall be the total monetary amount payable by COUNTY to CONTRACTOR for supplying all the tasks, subtasks, deliverables, goods, services, and other work specified under this Agreement. All work completed by CONTRACTOR must be approved in writing by COUNTY. If COUNTY does not approve work in writing, no payment shall be due to CONTRACTOR for that work. The Contract Sum for this Agreement, including all applicable taxes and transportation charges, authorized by COUNTY hereunder shall not exceed Fifty-Six Million, Seven Hundred Ninety-Two Thousand, Six Hundred Eighty-Six Dollars (\$56,792,686). Notwithstanding such limitation of funds, CONTRACTOR shall satisfactorily perform and complete all work specified in this Agreement."

13. Subparagraph 7.3 (County's Obligation in Future Fiscal Years) is added to the body of the Agreement to read:

"7.3 COUNTY's Obligation in Future Fiscal Years:

Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR's performance hereunder or by any provision of

this Agreement during any of COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds for this Agreement in COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated, which termination shall be considered a termination for convenience by COUNTY pursuant to Paragraph 33 (Termination for Convenience). COUNTY shall notify CONTRACTOR in writing of any such non-appropriation of funds at the earliest possible date, which notice shall include a stop work order."

14. Subparagraph 8.1 (General) of the body of the Agreement is amended to read:

"8.1 General:

CONTRACTOR shall invoice COUNTY for all tasks, subtasks, deliverables, goods, services, and other work which are specified in Exhibits A (Statement of Work), B (Schedule of Payments), and D (Schedule of Maintenance) and which have been provided by CONTRACTOR and approved in writing by COUNTY. All invoices shall be subject to written approval of COUNTY's Project Director pursuant to Subparagraph 2.6 (Approval of Invoices). CONTRACTOR shall prepare invoices which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Agreement. CONTRACTOR's payments shall be as provided in Exhibits B (Schedule of Payments) and D (Schedule of Maintenance). All invoices under this Agreement shall be submitted to the following addresses as applicable:

For Harbor-UCLA Medical Center:

Karen Hostetler
Director Information Services
Harbor-UCLA Medical Center
1000 West Carson Street, Box 503
Torrance, California 90509

For Olive View-UCLA Medical Center:

Ms. Rose Mayfield
Information Management Services
Olive View-UCLA Medical Center
14445 Olive View Drive, Room 1D132
Sylmar, California 91342

For Los Angeles County + University of Southern California Medical Center:

Adrina Moreno
Information Management Services
LAC+USC Medical Center
General Hospital
1200 North State Street, Room 1112
Los Angeles, California 90033

Each invoice submitted by CONTRACTOR shall indicate:

- A. The tasks, subtasks, deliverables, goods, services, or other work as described in Exhibits A (Statement of Work), B (Schedule of Payments), and D (Schedule of Maintenance) for which payment is claimed.
- B. The amount of any applicable transportation and insurance charges to be reimbursed by COUNTY pursuant to Subparagraph 8.2 (Transportation Charges).
- C. The amount of any applicable sales/use tax to be reimbursed by COUNTY pursuant to Subparagraph 8.3 (Sales/Use Tax).
- D. The date of written approval of the tasks, subtasks, deliverables, goods, services, or other work by COUNTY's Project Director.
- E. Out-of-Pocket Expenses, if any, the related deliverable and/or task, and the date of written approval by COUNTY's Project Director.
- F. Indication of any applicable withhold amount for payments claimed.
- G. Indication of any applicable credits due to COUNTY.
- H. Any other information as required by COUNTY's Auditor-Controller that applies to all data processing contracts."

15. Subparagraph 8.4 (COUNTY's Right to Withhold Payment) of the body of the Agreement is amended to read:

"8.4 COUNTY's Right to Withhold Payment:

Notwithstanding any other provision of this Agreement, COUNTY may upon written notice to CONTRACTOR withhold payment for any Deliverable applicable to a particular COUNTY Facility while CONTRACTOR is in default hereunder with respect to such COUNTY Facility. COUNTY's right to withhold payment shall not be deemed to impair any claims that CONTRACTOR may have against COUNTY or CONTRACTOR's rights to assert such claims pursuant to Paragraph 51 (Dispute Resolution Procedure)."

16. Subparagraph 10.1(C) of the body of the Agreement is amended to read:

"10.1C For LAC-USCMC, for each such component of System Hardware listed in Section I (System Hardware) and each such component of Operating Software listed in Subsection B (Operating Software) of Section II (System Software) of Attachment B (Schedule of System Hardware, System Software, Services and Other Third Party Software) to Exhibit A (Statement of Work), CONTRACTOR's warranty shall commence upon COUNTY's written approval of Deliverable 3.2 (Certification of Diagnostic Testing of System Hardware) of Exhibit A (Statement of Work) or Deliverable 24.2 (Certification of Diagnostic Testing of New System Hardware), as applicable, of Exhibit A (Statement of Work) and shall continue for twelve (12) months thereafter."

17. Subparagraph 10.1(D) of the body of the Agreement is amended to read:

"10.1D For HUMC and OVUMC, for each such component of System Hardware listed in

Section I (System Hardware) and each such component of Operating Software (other than Enterprise User Cache) listed in Subsection B (Operating Software) of Section II (System Software) of Attachment B (Schedule of System Hardware, System Software, Services and Other Third Party Software) to Exhibit A (Statement of Work), CONTRACTOR's warranty shall commence upon COUNTY's written approval of Deliverable 3.2 (Certification of Diagnostic Testing of System Hardware) of Exhibit A (Statement of Work) or Deliverable 24.2 (Certification of Diagnostic Testing of New System Hardware), as applicable, of Exhibit A (Statement of Work) and shall continue for twelve (12) months thereafter."

18. Subparagraph 10.1(F) of the body of the Agreement is amended to read:

"10.1F For each such component of Third Party Software listed in Subsection C (Third Party Software) of Section II (System Software) of Attachment B (Schedule of System Hardware, System Software, Services and Other Third Party Software) to Exhibit A (Statement of Work), CONTRACTOR's warranty shall commence and shall continue as provided in the manufacturer's warranty, which CONTRACTOR shall assign and pass through to COUNTY without further responsibility, as provided in Paragraph 48 (Warranty Pass-Through)."

19. The paragraphs following Subparagraph 10.1(G) of the body of the Agreement are amended to read:

"The warranty periods for Application Software modules, Enabling Tools, System Hardware components, Operating Software components and Third Party Software components procured under this Agreement and described in this Paragraph 10 shall hereafter be referred to collectively as "Warranty Period(s)".

The Application Software modules, Enabling Tools, Operating Software components, System Hardware components, and Interfaces shall perform as an integrated whole and in each part in accordance with the Specifications.

Each Communications Network hardware component and Communications Network software component shall carry and be subject to the manufacturer's warranty and license (if applicable) which CONTRACTOR shall assign and pass through to COUNTY, as provided in Paragraph 48 (Warranty Pass-Through), without further responsibility.

Each Other Third Party Software component shall carry and be subject to the manufacturer's warranty which shall be issued directly from the manufacturer to COUNTY, or which, if issued to CONTRACTOR, CONTRACTOR shall assign and pass through to COUNTY, as provided in Paragraph 48 (Warranty Pass-Through), without further responsibility."

20. Subparagraph 10.3(E) of the body of the Agreement is amended to read:

“10.3E All hardware and software procured under this Agreement (excluding Third Party Software other than Fantasia and Softek Graftsman) shall perform according to the requirements set forth in Exhibit A (Statement of Work). Without limitation of the foregoing, all System Software (excluding Third Party Software other than Fantasia and Softek Graftsman) procured under this Agreement shall operate and conform to all performance capabilities, Specifications, functions and industry standards applicable to professional software design operations, and shall be free from all Deficiencies, as initially determined by COUNTY but subject to Paragraph 51 (Dispute Resolution Procedure).”

21. Subparagraph 10.3(H) of the body of the Agreement is amended to read:

“10.3H CONTRACTOR represents and shall ensure that the functioning of the System Software (excluding Third Party Software) shall not be adversely affected by the date change of January 1, 2000.”

22. Subparagraph 10.4(B) of the body of the Agreement is amended to read:

“10.4B During the Warranty Period, all System Software, excluding Third Party Software, procured under this Agreement shall operate and conform to all Specifications. Further, during the Warranty Period, all such System Software, excluding Third Party Software, procured under this Agreement shall be free from all significant programming errors and defects in workmanship and materials, as initially determined by COUNTY but subject to Paragraph 51 (Dispute Resolution Procedure). During the Warranty Period, all Third Party Software which is (a) recommended by CONTRACTOR for the use in the System, and (b) procured under this Agreement after the effective date of Amendment Number Three, shall be “Compatible” with both: (i) the then-current installed, including installed in a production use or test environment, version of the System; and (ii) any Enhancements (as described in Exhibit D (Schedule of Maintenance)) that are scheduled to be installed, or are installed in a production use or test environment, at the time Third Party Software is procured (for purposes of this Subparagraph 10.4B, the “Scheduled Enhancements”). CONTRACTOR shall remedy, at no cost to COUNTY, any failure of the Third Party Software to achieve or maintain Compatibility with the System and Scheduled Enhancements. As used in this Subparagraph 10.4B, “Compatible” or “Compatibility” means that the applicable Third Party Software is capable of supporting, operating, integrating and otherwise performing all such Third Party Software anticipated functions, as mutually agreed upon by the parties, when used in conjunction with, or as a component of, such versions of the System or Scheduled Enhancements, and when installed and used in accordance with the Specifications applicable to such Third Party Software. Notwithstanding the foregoing provisions of this Subparagraph 10.4B, no Third Party Software shall be deemed not “Compatible” if: (1) the functional failure of the Third Party Software exists independent of its use in conjunction with, or as a component of, the System, and (2) such functional

failure was not capable of being known to CONTRACTOR prior to installation of such Third Party Software by CONTRACTOR's exercise of reasonable diligence.”

23. Subparagraph 10.5 of the body of the Agreement is amended to read:

“10.5 In the event of any System Software, excluding Third Party Software, or System Hardware Deficiency, as determined by COUNTY's Project Manager, COUNTY's Project Manager will notify CONTRACTOR of the problem(s) within three (3) working days, but failure by COUNTY to notify CONTRACTOR within such time period shall not affect CONTRACTOR's warranty obligations under this Agreement. CONTRACTOR shall undertake corrective action under Subparagraph 10.6 within the applicable time specified in Subparagraph 10.2. If such notice to CONTRACTOR is given orally, COUNTY shall also provide written confirmation of such warranty service request to CONTRACTOR within ten (10) days of such oral notification. CONTRACTOR's response time shall not be stayed pending receipt of COUNTY's written confirmation.”

24. Subparagraph 10.6 of the body of the Agreement is amended to read:

“10.6 CONTRACTOR further warrants that during the Warranty Period, CONTRACTOR shall at no cost to COUNTY:

- A. Repair or de-install and replace the System Hardware procured under this Agreement, or any part thereof, which fails to function according to Specifications as initially determined by COUNTY but subject to Paragraph 51 (Dispute Resolution Procedure).
- B. Correct any and all Deficiencies in the System Software, excluding Third Party Software, procured under this Agreement, as initially determined by COUNTY but subject to Paragraph 51 (Dispute Resolution Procedure), including, but not limited to, supplying COUNTY with corrective codes and making such additions, modifications, or adjustments to the System Software, excluding Third Party Software, as may be necessary to keep it operating in conformance with Specifications.
- C. Correct any and all Deficiencies in any services provided hereunder as initially determined by COUNTY but subject to Paragraph 51 (Dispute Resolution Procedure).”

25. Subparagraph 10.10 of the body of the Agreement is amended to read:

“10.10 THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND CONTRACTOR HEREBY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND SERVICES

PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF: (a) MERCHANTABILITY; (b) FITNESS FOR A PARTICULAR PURPOSE; (c) TITLE; AND (d) NON-INFRINGEMENT.”

26. Subparagraph 10.11 is added to the body of the Agreement to read:

“10.11 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT WILL CONTRACTOR HAVE, WITH REGARD TO ANY BREACH(ES) BY CONTRACTOR OR ITS SUBCONTRACTORS, OTHER THAN SUBCONTRACTORS COVERED BY SUBPARAGRAPH 16.14, OF ANY OBLIGATIONS WHICH ARE SUBCONTRACTED BY CONTRACTOR TO ANY SUBCONTRACTOR(S) IN ACCORDANCE WITH THIS AGREEMENT, ANY LIABILITY OF ANY KIND OR NATURE TO COUNTY UNDER THIS AGREEMENT OR UNDER ANY SUCH SUBCONTRACTOR AGREEMENT IN EXCESS OF THE LIABILITY WHICH COUNTY SUBCONTRACTORS HAVE TO COUNTY UNDER THEIR RESPECTIVE SUBCONTRACT AGREEMENTS, WHICH LIABILITY LIMITATION SHALL INCLUDE, WITHOUT LIMITATION, ANY SUBCONTRACTOR LIMITATIONS OR EXCLUSIONS FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, AS WELL AS ANY MONETARY OR OTHER CAPS OR LIMITATIONS ON LIABILITY.”

27. Subparagraph 10.12 is added to the body of the Agreement to read:

“10.12 EXCEPT IN CONNECTION WITH CONTRACTOR'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT WILL CONTRACTOR'S AGGREGATE LIABILITY TO COUNTY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO CONTRACTOR'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT EXCEED THE SUM OF FIFTY MILLION DOLLARS (\$50,000,000).”

28. Subparagraph 11.1 (System Hardware) of the body of the Agreement is amended to read:

“11.1 System Hardware:

COUNTY shall own all System Hardware as installed at COUNTY Facilities in accordance with Exhibit A (Statement of Work). Title to each component of the System Hardware shall automatically transfer from CONTRACTOR to COUNTY upon COUNTY's written approval of, and COUNTY's full payment of, the invoice under Deliverable 10.1 (Successfully Complete System Reliability Test (Reliability Test)) or Deliverable 25.1 (Successfully Complete System Reliability Test (Reliability Test) for New System Hardware), as applicable, of Exhibit A (Statement of Work) covering the particular System Hardware component. CONTRACTOR warrants to COUNTY that each component of System Hardware to be provided to COUNTY hereunder shall be owned by CONTRACTOR and,

upon date of title transfer to COUNTY, such System Hardware component shall be free and clear of all liens and encumbrances. CONTRACTOR further warrants to COUNTY that upon full payment by COUNTY for any component of System Hardware, such System Hardware component shall be owned by COUNTY. Nothing contained herein shall preclude COUNTY from making a collateral pledge of, or directing CONTRACTOR to transfer legal title to, one or more items of System Hardware to Los Angeles County Capital Assets Leasing, if required by the terms of any existing agreement binding on COUNTY.”

29. Subparagraph 16.1 of the body of the Agreement is amended to read:

“16.1 No performance of this Agreement, or any portion thereof, shall be subcontracted by CONTRACTOR without the prior written consent of COUNTY as provided in this Paragraph 16. Any attempt by CONTRACTOR to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of COUNTY, shall be null and void and shall constitute a material breach of this Agreement. In the event of any such breach by CONTRACTOR, this Agreement may be terminated immediately by COUNTY. COUNTY hereby consents to the proposed subcontract between CONTRACTOR and EMC Corporation in the form set forth in Exhibit I-A (Subcontract Between CONTRACTOR and EMC Corporation). COUNTY hereby consents to the proposed subcontract between CONTRACTOR and L Tech Network Services, Inc., in the form set forth in Exhibit I-B (Subcontract Between CONTRACTOR and L Tech Network Services, Inc.). COUNTY hereby consents to the proposed subcontract between CONTRACTOR and InterSystems Corporation in the form set forth in Exhibit I-C (Subcontract Between CONTRACTOR and InterSystems Corporation). COUNTY hereby consents to the proposed subcontract between CONTRACTOR and Software Information Systems, Inc., in the form set forth in Exhibit I-D (Subcontract Between CONTRACTOR and Software Information Systems, Inc.).”

30. Subparagraph 16.2 of the body of the Agreement is amended to read:

“16.2 If CONTRACTOR desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, CONTRACTOR shall make a written request to COUNTY for written approval to enter into the particular subcontract. CONTRACTOR's request to COUNTY shall include:

- A. The reason(s) for the particular subcontract.
- B. A detailed description of the work to be performed by the proposed Subcontractor.
- C. Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected.

- D. A draft copy of the proposed subcontract which shall contain, at a minimum, the provisions set forth in Exhibit I (Required Subcontract Provisions), including Exhibits 1, 2, 3, 4, and 5 thereto. The provisions of Exhibit I (Required Subcontract Provisions) may be changed only with the prior written approval of the Director.
- E. A Certificate of Insurance and Performance Bond from the proposed Subcontractor which establishes that the Subcontractor maintains all the programs of insurance and performance bond required by Exhibit I (Required Subcontract Provisions).
- F. Any other information and/or certifications requested by COUNTY.”

31. Subparagraph 16.4 of the body of the Agreement is amended to read:

“16.4 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, liabilities, damages, costs, and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to CONTRACTOR's use of any Subcontractor, including any officers, employees, or agents of any Subcontractor, to provide goods or services to COUNTY under this Agreement, in the same manner as required for CONTRACTOR, its officers, employees, and agents, under this Agreement.”

32. Subparagraph 16.7 of the body of the Agreement is amended to read:

“16.7 In the event that COUNTY consents to any subcontracting, such consent shall be subject to COUNTY's right to terminate, in whole or in part, any subcontract at any time, when such action is deemed by COUNTY to be in its best interest. Termination of a particular subcontract, or any goods, services or other work hereunder, shall be effected by delivery to CONTRACTOR of a notice of termination specifying the extent to which performance of goods, services or other work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be set forth in the notice of termination. Such effective date of termination shall be no sooner than (i) notwithstanding clause (ii) or (iii) below, the end of the notice period to which the relevant Subcontractor is entitled prior to any termination for convenience under the terms and conditions of the relevant subcontract with such Subcontractor, provided COUNTY has consented to such Subcontractor, (ii) ninety (90) days after the date of such notice, if for termination of Standard Maintenance Services or System Software Support, or (iii) thirty (30) days after the date of such notice if (a) for termination of other than Standard Maintenance Services or System Software Support, or (b) for termination of goods, services or other work resulting from the closure of a COUNTY Facility. Notwithstanding anything herein to the contrary, if COUNTY terminates this Agreement in its entirety, the date upon which a termination of any subcontract is effective shall be coterminous with the termination

of this Agreement. COUNTY shall not be liable or responsible in any way to CONTRACTOR, to any Subcontractor, or to any officers, employees, or agents of CONTRACTOR or any Subcontractor, for any liability, damages, costs, or expenses arising from or related to COUNTY's exercise of such right."

33. Subparagraph 16.14 is added to the body of the Agreement to read:

"16.14 Notwithstanding any other provision of this Paragraph 16, the provisions of Subparagraphs 16.1, 16.2, 16.3, 16.7, 16.8, 16.9, 16.12, and 16.13, shall not apply to any Subcontractor who meets all four of the following criteria with respect to all services and goods provided by such Subcontractor in connection with this Agreement: (i) the Subcontractor does not fill a position of any key personnel (as determined in the sole judgment of COUNTY's Project Director); (ii) under the particular Subcontract, the Subcontractor does not provide more than Fifty Thousand Dollars (\$50,000) in aggregate goods and services per twelve (12) month period; (iii) the Subcontractor has been advised by CONTRACTOR of Subcontractor's obligation to comply with COUNTY's requirements and guidelines regarding the provisions set forth in Exhibit P (Certain County Provisions); and (iv) the Subcontractor has been provided by CONTRACTOR with a document setting forth the text set forth in Exhibit P (Certain County Provisions) which document shall be executed by such Subcontractor and provided by CONTRACTOR to COUNTY's Project Director.

In addition, in the case of any such Subcontractor whose personnel may be present on any COUNTY premises, COUNTY shall have the right, in its sole discretion, to disapprove any and all such Subcontractor personnel. CONTRACTOR shall assure that: (i) any Subcontractor personnel disapproved by COUNTY is immediately removed from COUNTY premises and is thereafter excluded from returning to any COUNTY premises in furtherance of this Agreement; and (ii) any other action reasonably requested by COUNTY with respect to such Subcontractor personnel is taken. COUNTY shall not be liable or responsible in any way to CONTRACTOR, to any Subcontractor, or to any officers, employees, or agents of CONTRACTOR or any Subcontractor, for any claims, demands, damages, liabilities, losses, costs, or expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, in any way arising from or related to COUNTY's exercise of such rights."

34. Subparagraph 17.1 (Indemnification) of the body of the Agreement is amended to read:

"17.1 Indemnification:
CONTRACTOR shall indemnify, defend, and hold harmless COUNTY and its elected and appointed officers, employees, and agents (hereafter for purposes of this Paragraph 17 "COUNTY") from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, in any way arising from or related to third party claims and lawsuits for

damages of any nature whatsoever, including, but not limited, to bodily injury, death, personal injury, or property damage arising from or related to CONTRACTOR, CONTRACTOR's agents', employees' or Subcontractors' acts or omissions in the performance of services or provision of products hereunder, including any workers' compensation suits, liability, or expense, arising from or connected with services performed by any person on behalf of CONTRACTOR, CONTRACTOR's agents, employees or Subcontractors pursuant to this Agreement. COUNTY acknowledges that CONTRACTOR is not a professional healthcare provider, but is rather providing information processing services and related goods to COUNTY in connection with the COUNTY's provision of professional healthcare services.”

35. Subparagraph 17.2.1(C) is added to the body of the Agreement to read:

“17.2.1C Intellectual property insurance covering any actual or alleged infringement of any copyright, or other rights of third party, and any actual or alleged trade secret disclosure or misappropriation. Insurance coverage limit will be at least \$1 million per occurrence. If this insurance is written on a claims made form, CONTRACTOR shall either (a) maintain such insurance through the period ending two years following the expiration or termination of this Agreement or (b) obtain an endorsement on such insurance that provides an extended reporting period of not less than two years following the termination or expiration of this Agreement or insurance policy, which ever is longer or (c) replace such claims made insurance coverage with equivalent coverage of the per occurrence form that covers the entire term of the Agreement.”

36. Subparagraph 20.2 of the body of the Agreement is amended to read:

“20.2 Upon request of COUNTY, CONTRACTOR shall execute all documents requested by COUNTY and shall perform all other acts requested by COUNTY to assign and transfer to, and vest in, COUNTY, all CONTRACTOR's right, title, and interest in and to the Materials developed under this Agreement, including, but not limited to, all copyrights, patents, and trade secret rights. COUNTY shall have the right to register all copyrights and patents in the name of the County of Los Angeles. Further, COUNTY shall have the right to assign, license, or otherwise transfer any and all of COUNTY's right, title and interest, including but not limited to, copyrights and patents, in and to the Materials developed under this Agreement.”

37. Subparagraph 20.7 of the body of the Agreement is amended to read:

“20.7 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential Materials and software are safeguarded and held in confidence. COUNTY agrees not to reproduce, distribute, or disclose to non-COUNTY entities (other than outside counsel or consultants acting solely in a consulting capacity and

subject to non-disclosure agreements restricting the use of such disclosures to use for the benefit of COUNTY) any such Materials or software without the prior written permission of CONTRACTOR or as required by law or pursuant to Paragraph 51 (Dispute Resolution Procedure).”

38. Subparagraph 20.11 of the body of the Agreement is amended to read:

“20.11 The provisions of Subparagraphs 20.7, 20.8, 20.9, and 20.10 shall survive the expiration or termination of this Agreement.”

39. Paragraph 21 (Patent, Copyright and Trade Secret Indemnification) of the body of the Agreement is amended to read:

“21. PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION: CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising from or related to any third party claims or demands for or by reason of any actual or alleged infringement of any United States patent or United States copyright, or any actual or alleged trade secret disclosure or misappropriation, arising from or related to the System Software (excluding Third Party Software other than Fantasia and Softek Graftsman) or the operation and utilization of CONTRACTOR's work as permitted under this Agreement. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Paragraph 21 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY (which approval shall not be unreasonably withheld) in writing. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as required by law and this Agreement, COUNTY shall be entitled to reimbursement for all such costs and expenses.

Without limiting the foregoing, if so requested by COUNTY, CONTRACTOR shall, at no cost to COUNTY, either: (1) obtain a license for COUNTY to use all elements of the System from any person or entity found to have been damaged by any such infringement, disclosure, or misappropriation or (2) to the extent it is unable to obtain such a license, provide to COUNTY products functionally equivalent, in COUNTY's reasonable determination, to such elements.

Upon COUNTY's receipt of any functionally equivalent products under subsection (2) of the preceding paragraph, COUNTY shall immediately cease all use of such infringing elements.”

40. Paragraph 27 (Waiver) of the body of the Agreement is amended to read:

“27. WAIVER:

No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. Except as expressly set forth herein, the rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Without limitation of the foregoing, COUNTY may deduct from amounts otherwise payable to CONTRACTOR hereunder COUNTY's damages for CONTRACTOR's breach of any provision hereof. The preceding sentence is intended only as a clarification of COUNTY's remedies in the event of breach, and shall not be deemed to impair any claims that CONTRACTOR may have against COUNTY or CONTRACTOR's rights to assert such claims pursuant to Paragraph 51 (Dispute Resolution Procedure).”

41. Subparagraph 32.1 of the body of the Agreement is amended to read:

“32.1 COUNTY may, by written notice to CONTRACTOR, terminate this Agreement, or any goods, services or other work in whole or in part required hereunder, in any one of the following circumstances:

- A. If CONTRACTOR fails to perform or provide any task, subtask, deliverable, goods, service, or other work within the times specified in this Agreement or any authorized extensions thereof and does not cure such failure within a period of thirty (30) days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure; or
- B. If CONTRACTOR fails to perform or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of thirty (30) days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure, except that CONTRACTOR shall not be entitled to any cure period, and COUNTY may terminate immediately in the event that CONTRACTOR's failure to perform or comply is not reasonably capable of being cured. If, pursuant to the preceding sentence, COUNTY has terminated this Agreement without providing a cure period, and subsequently a final and binding determination is made that the default was capable of being cured, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 33 (Termination for Convenience). For purposes of this Subparagraph 32.1, late performances shall be deemed cured if full performance is rendered during the cure period described above.”

42. Subparagraph 32.3 of the body of the Agreement is amended to read:

“32.3 Except with respect to defaults of any Subcontractor(s), CONTRACTOR shall not be liable for any damages to the extent and for the period that its failure to perform this Agreement arises out of causes beyond the reasonable control and without any fault or negligence of CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of terrorism, acts of COUNTY in its sovereign or contractual capacity, acts of Federal or State Governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the reasonable control and without any fault or negligence of CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the reasonable control of both CONTRACTOR and Subcontractor, and without any fault or negligence of either of them, CONTRACTOR shall not be liable for any damages for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. CONTRACTOR agrees to use all reasonable commercial efforts to obtain such goods or services from other sources. As used in this Subparagraph 32.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier. Notwithstanding the foregoing provisions of this Subparagraph 32.3, CONTRACTOR shall not be liable for any defaults of L Tech Network Services, Inc. (Exhibit I-C).”

43. Subparagraph 33.1 of the body of the Agreement is amended to read:

“33.1 This Agreement, or any goods, services or other work in whole or in part required hereunder, may be terminated from time to time, when such action is deemed by COUNTY to be in its best interest. Termination of this Agreement, or any goods, services or other work hereunder, shall be effected by delivery to CONTRACTOR of a notice of termination specifying the extent to which performance of goods, services or other work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be set forth in the notice of termination. Such effective date of termination shall be no sooner than (i) notwithstanding clause (ii) or (iii) below, the end of the notice period to which the Subcontractor providing such goods, services or other work is entitled prior to any termination for convenience under the terms and conditions of the relevant subcontract with such Subcontractor, provided COUNTY has agreed to such Subcontractor, (ii) ninety (90) days after the date of such notice, if for termination of Standard Maintenance Services or System Software Support, or (iii) thirty (30) days after the date of such notice if (a) for termination of other than Standard Maintenance Services or System Software Support, or (b) for termination of goods, services or other work resulting from the closure of a COUNTY Facility. Notwithstanding anything else in this Subparagraph 33.1, in the event COUNTY has purported to terminate this Agreement for default by notice pursuant to

Paragraph 32 (Termination for Default) and it has later been determined that CONTRACTOR was not in default, no additional notice shall be required upon such determination, but COUNTY shall be obligated to pay CONTRACTOR at the then current contract rate for all Standard Maintenance Services and System Software Support during the notice period to which CONTRACTOR should have been entitled under the other provisions of this Subparagraph 33.1.”

44. Subparagraph 33.2 of the body of the Agreement is amended to read:

- “33.2 After receipt of a notice of termination, and except as otherwise directed by COUNTY, CONTRACTOR shall:
- A. Subject to CONTRACTOR 's duty to mitigate pursuant to Subparagraph 33.2.E, stop work under this Agreement on the effective date of such notice of termination to the extent specified in such notice;
 - B. Transfer title to all System Hardware and Communications Network hardware to COUNTY pursuant to the terms of this Agreement;
 - C. Transfer title and deliver to COUNTY all other completed work and work in process not including title to System Software;
 - D. Complete performance of such part of the work as shall not have been terminated by such notice; and
 - E. Except with respect to Standard Maintenance Services or System Software Support, use reasonable efforts to mitigate, including, without limitation, through reassignment of personnel, cancellation of purchase orders, and distribution to other parties of other goods, the costs and reimbursable Out-of-Pocket Expenses from work covered by such notice that has already commenced as well as any potential expenses incurred between the date of a notice of termination pursuant to Subparagraph 33.1 and the date upon which such termination becomes effective.”

45. Subparagraph 33.5 is added to the body of the Agreement to read:

- “33.5 In the event that COUNTY terminates any System Software Support or Standard Maintenance Services as provided in Subparagraph 33.1, COUNTY may not subsequently request the terminated services on a time and materials basis as other professional services under Paragraph IV (Pools) of Exhibit B (Schedule of Payments Supplemental/Supporting Information) or Time and Materials Maintenance Services under Paragraph IV (Hardware Time and Materials Maintenance Services) of Exhibit D (Schedule of Maintenance). Notwithstanding the foregoing, if COUNTY terminates System Software Support for a particular COUNTY Facility because of a closure of or cessation of operations at such COUNTY Facility, then following the effective date of such termination, COUNTY

is entitled to request maintenance services in respect of the System Software used at such COUNTY Facility (e.g. if COUNTY continues to operate a portion of the System at such COUNTY Facility during a post-closing wind down of operations), and CONTRACTOR shall provide such maintenance services as other professional service, at the then current contract hourly rates as set forth in Paragraph IV (Pools), Subparagraph A.2 of Exhibit B (Schedule of Payments Supplemental/Supporting Information)."

46. Subparagraph 33.6 is added to the body of the Agreement to read:

"33.6 In the event that COUNTY terminates this Agreement, or any goods, services, or other work, in whole or in part, required hereunder, as provided in Subparagraph 33.1, COUNTY agrees that it is responsible for payment for goods, services, or other work delivered or performed pursuant to this Agreement prior to the effective date of such termination. Determination of the amount required hereunder will be subject to Subparagraph 33.2, and will be based upon the pro rata portion of such goods, services, or other work delivered or performed (in full or in part) hereunder versus the total amount payable for such goods, services, or other work under this Agreement, and will be negotiated by the parties in good faith pursuant to Paragraph 51 (Dispute Resolution Procedure)."

47. Paragraph 41 (Notices) of the body of the Agreement is amended to read:

"41. NOTICES:

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified mail, postage prepaid, or (3) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party.

Director shall have the authority to issue all notices or demands which are required or permitted by COUNTY under this Agreement.

If to COUNTY:

- (1) Department of Health Services
313 North Figueroa Street, Room 903
Los Angeles, California 90012
Attn: Fred Leaf, Chief Operating Officer
Fax: (213) 482-1026
E-mail: fleaf@dhs.co.la.ca.us
 - (2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-East
Los Angeles, California 90012
Attn: Acting Division Chief
Fax: (213) 250-2958
E-mail: dsayler@dhs.co.la.ca.us
 - (3) Department of Health Services
Information Systems Branch
313 North Figueroa Street, Room 317
Los Angeles, California 90012
Attn: Kathy Shibata, Director of Special Projects
Enterprise Project Director
Fax: (213) 240-7920
E-mail: kshibata@dhs.co.la.ca.us
- If to CONTRACTOR:
- (4) The Compucare Company, A QuadraMed Company
7555 Irvine Center Drive, Suite 200
Irvine, California 92618
Attn: Sandra K. Williams, Vice President
Fax: (949) 585-0038
E-mail: swilliams@quadramed.com
 - (5) The Compucare Company, A QuadraMed Company
7555 Irvine Center Drive, Suite 200
Irvine, California 92618
Attn: Geoffrey J. Groves, Client Manager
Fax: (949) 585-0038
E-mail: ggroves@quadramed.com
 - (6) QuadraMed Corporation
12110 Sunset Hills Road, Suite 600
Reston, VA 20190-3224
Attn: Lawrence P. English, Chief Executive Officer
Fax: (703) 709-2495
E-mail: lenglish@quadramed.com

- (7) QuadraMed Corporation
12110 Sunset Hills Road, Suite 600
Reston, VA 20190-3224
Attn: General Counsel
Fax: (703) 709-2495
E-mail: jkoch@quadramed.com

In addition to any of the above named individuals, a copy of any such notices or demands shall be sent to:

- (8) Internal Services Department/Purchasing
and Central Services
1100 North Eastern Avenue, Room G115
Los Angeles, California 90063
Attn: Technology Acquisition Section - Team 3
Fax: (323) 415-8664
E-mail: HLofton@co.la.ca.us”

48. Paragraph 48 (Warranty Pass-Through) of the body of the Agreement is amended to read:

“48. WARRANTY PASS-THROUGH:

CONTRACTOR shall assign to COUNTY to the fullest extent permitted by law or by agreement any applicable warranty or indemnity offered by any manufacturer of System Hardware, System Software or Communications Network hardware and software provided hereunder, and CONTRACTOR shall further provide reasonable assistance to COUNTY to enable COUNTY to exercise and enjoy fully the COUNTY’s rights under any such warranty and indemnity.”

49. Paragraph 60 (COUNTY's Quality Assurance Plan) of the body of the Agreement is amended to read:

“60. COUNTY's QUALITY ASSURANCE PLAN:

COUNTY or its agent will evaluate CONTRACTOR’s performance under this Agreement on no less than an annual basis. Such evaluation will include assessing CONTRACTOR’s compliance with all Agreement terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to COUNTY's Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, and the CONTRACTOR deficiencies are material and reflect non-compliance by CONTRACTOR with Agreement terms and performance standards, then COUNTY may terminate this Agreement as specified in this Agreement or collect other damages as specified in the Agreement.”

50. Paragraph 72 (Compliance with Jury Service Program) is added to the body of the Agreement to read:

“72. COMPLIANCE WITH JURY SERVICE PROGRAM:

- A. Jury Service Program: This Agreement is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. A copy of the Jury Service Program is available on the Internet at ordlink.com/codes/lacounty for printing purposes.
- B. Written Employee Jury Service Policy:
- (1) Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service served. CONTRACTOR's policy may further provide that employees deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deduct from the employee's regular pay the fees received for jury service.
 - (2) For the purposes of this Paragraph 72, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "CONTRACTOR" shall mean a person, partnership, corporation, or other entity, that has a subcontract with a COUNTY contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more COUNTY contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of CONTRACTOR; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for

COUNTY under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 72. The provisions of this Paragraph 72 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- (3) If CONTRACTOR is not required to comply with the Jury Service Program on the effective date of this Agreement, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR," or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during this Agreement term, and at its sole discretion, that CONTRACTOR demonstrate to COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Jury Service Program.
- (4) CONTRACTOR's violation of this Paragraph 72 may constitute a material breach of this Agreement. In the event of such breach, COUNTY may, in its sole discretion, terminate this Agreement and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach."

51. Paragraph 73 (Recycled-Content Bond Paper) is added to the body of the Agreement to read:

"73. RECYCLED-CONTENT BOND PAPER:
Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, CONTRACTOR, agrees to use recycled-content paper to the maximum extent possible in connection with the services to be performed by CONTRACTOR under this Agreement."

52. Paragraph 74 (Notice to Employees Regarding the Safely Surrendered Baby Law) is added to the body of the Agreement to read:

"74. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.”

53. Paragraph 75 (CONTRACTOR's Acknowledgment of COUNTY's Commitment to the Safely Surrendered Baby Law) is added to the body of the Agreement to read:

“75. CONTRACTOR’S ACKNOWLEDGMENT OF COUNTY’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY’s policy to encourage all COUNTY contractors to voluntarily post COUNTY’s “Safely Surrendered Baby Law” poster in a prominent position at the contractor's place of business. CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. COUNTY’s Department of Children and Family Services will supply CONTRACTOR with the poster to be used.”

54. Paragraph 76 (Contractor to Notify County When it has Reached 75% of Total Contract Sum (Under Contract Sum Provision) is added to the body of the Agreement to read:

“76. [INTENTIONALLY OMITTED]”

55. Paragraph 77 (No Payment for Services Provided Following Expiration/Termination of Agreement) is added to the body of the Agreement to read:

“77. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT:

CONTRACTOR shall have no claim against COUNTY under this Agreement for payment of any money or reimbursement, of any kind whatsoever, for any services provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment, it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.”

56. Paragraph 78 (Survival) is added to the body of the Agreement to read:

“78. SURVIVAL:

The following provisions of this Agreement shall survive its expiration or termination for any reason:

The following Subparagraphs and Paragraphs of the body of this Agreement:

8.4	COUNTY's Right to Withhold Payment
10.1	(C) and (D) (but only for the duration of the respective Warranty Periods as set forth therein)
11	Ownership of System
17.1	Indemnification
17.2	Insurance (but only for the duration set forth therein)
17.3	Performance Bond (but only for the duration set forth therein)
18	Records and Audits (but only for the duration set forth therein)
19	Disclosure of Information
20	Proprietary Considerations (but with respect to the inspection rights under 20.1 and the security obligations under 20.4, only for the respective durations set forth therein)
21	Patent, Copyright and Trade Secret Indemnification
23	Fair Labor Standards (but only with respect to indemnification)
27	Waiver
28	Governing Law, Jurisdiction and Venue
29	Severability
31.3	Termination for Insolvency
32	Termination for Default
35	COUNTY Audit Settlements
41	Notices
48	Warranty Pass-Through
51	Dispute Resolution Procedure
52	No Third Party Beneficiaries
59	Arm's Length Negotiations
61	Confidentiality
77	No Payment for Services Provided Following Expiration/Termination of Agreement
78	Survival

In addition to the foregoing, CONTRACTOR's obligation to provide System Software Support and Standard Maintenance Services under Exhibit D (Schedule of Maintenance) shall survive for the period for which COUNTY has prepaid maintenance for particular System Hardware and System Software as indicated on Schedule II (Maintenance Fee Schedule) of Exhibit D (Schedule of Maintenance). The preceding sentence shall not limit any of COUNTY's rights or remedies under this Agreement or at law or in equity in respect of CONTRACTOR's breach of this Agreement.”

57. Exhibit A (Statement of Work) is amended by replacing Pages xi, A-8, A-26, A-27, and A-85, with correspondingly numbered pages, and by adding Pages A-86 through A-94, which are attached hereto as Attachment 1 and incorporated herein by reference. These replacement pages are each designated at the bottom as "Revised Under Amendment Number Three of Agreement." These additional pages are each designated at the bottom as "Added Under Amendment Number Three of Agreement."
58. Attachment A (Baseline Application Software, Existing County Modifications and Custom Programming Modifications) to Exhibit A (Statement of Work) is amended by replacing Pages A-A1 and A-A4, with correspondingly numbered pages, which are attached hereto as Attachment 2 and incorporated herein by reference. These replacement pages are each designated at the bottom as "Revised Under Amendment Number Three of Agreement."
59. Attachment A-1 (Communications Network at HUMC, at OVUMC, and LAC+USCMC) to Exhibit A (Statement of Work) is deleted in its entirety and replaced by revised Attachment A-1 (Communications Network at HUMC, at OVUMC, and at LAC+USCMC) to Exhibit A (Statement of Work), which is attached hereto as Attachment 3 and incorporated herein by reference. The pages of revised Attachment A-1 (Communications Network at HUMC, at OVUMC, and LAC+USCMC) to Exhibit A (Statement of Work) are each designated at the bottom as "Revised Under Amendment Number Three of Agreement."
60. Attachment B (Schedule of System Hardware, System Software, Services and Other Third Party Software) to Exhibit A (Statement of Work) is deleted in its entirety and replaced by revised Attachment B (Schedule of System Hardware, System Software, Services and Other Third Party Software) to Exhibit A (Statement of Work), which is attached hereto as Attachment 4 and incorporated herein by reference. The pages of revised Attachment B (Schedule of System Hardware, System Software, Services and Other Third Party Software) are each designated at the bottom as "Revised Under Amendment Number Three of Agreement."
61. Attachment E (Operations Personnel Training) to Exhibit A (Statement of Work) is deleted in its entirety and replaced by revised Attachment E (Operations Personnel Training) to Exhibit A (Statement of Work), which is attached hereto as Attachment 5 and incorporated herein by reference. The pages of revised Attachment E (Operations Personnel Training) are each designated at the bottom as "Revised Under Amendment Number Three of Agreement."
62. Exhibit B (Schedule of Payments) is amended by replacing Pages B-1, B-2 through B-35, B-36 through B-38, B-40, B-49, B-50, and B-54, with correspondingly numbered pages, which are attached hereto as Attachment 6 and incorporated herein by reference. These replacement pages are each designated at the bottom as "Revised Under Amendment Number Three of Agreement."

63. Exhibit D (Schedule of Maintenance) is amended by replacing Pages D-1, D-3, D-5, D-6 through D-9, with correspondingly numbered pages, and by adding Pages D-5.1, D-5.2, D-9.1 and D-9.2, which are attached hereto as Attachment 7 and incorporated herein by reference. These replacement pages are each designated at the bottom as "Revised Under Amendment Number Three of Agreement." These additional pages are each designated at the bottom as "Added Under Amendment Number Three of Agreement."
64. Schedule II (Maintenance Fee Schedule) to Exhibit D (Schedule of Maintenance) is deleted in its entirety and replaced by revised Schedule II (Maintenance Fee Schedule) to Exhibit D (Schedule of Maintenance), which is attached hereto as Attachment 8 and incorporated herein by reference. The pages of revised Schedule II (Maintenance Fee Schedule) to Exhibit D (Schedule of Maintenance) are each designated at the bottom as "Revised Under Amendment Number Three of Agreement."
65. Exhibit I (Required Subcontract Provisions) is deleted in its entirety and replaced by revised Exhibit I (Required Subcontract Provisions), which is attached hereto as Attachment 9 and incorporated herein by reference. The pages of revised Exhibit I (Required Subcontract Provisions) are each designated at the bottom as "Revised Under Amendment Number Three of Agreement."
66. Pursuant to Paragraph 9 (Amendments) of Exhibit I-A (Subcontract Agreement By and Between The Compucare Company, a QuadraMed Company, and EMC Corporation), COUNTY hereby consents to proposed Amendment Number Two to the Subcontract between CONTRACTOR and EMC Corporation, in the form set forth in Attachment 10, attached hereto and incorporated herein by reference.
67. Pursuant to Paragraph 9 (Amendments) of Exhibit I-B (Subcontract Agreement By and Between The Compucare Company, a QuadraMed Company, and L Tech Network Services, Inc.), COUNTY hereby consents to proposed Amendment Number Two to the Subcontract between CONTRACTOR and LTech Network Services, Inc., in the form set forth in Attachment 11, attached hereto and incorporated herein by reference.
68. Pursuant to Paragraph 9 (Amendments) of Exhibit I-C (Subcontract Agreement By and Between The Compucare Company, a QuadraMed Company, and InterSystems Corporation), COUNTY hereby consents to proposed Amendment Number Two to the Subcontract between CONTRACTOR and InterSystems Corporation in the form set forth in Attachment 12, attached hereto and incorporated herein by reference.
69. Exhibit I-D (Subcontract Agreement By and Between The Compucare Company, a QuadraMed Company, and Software Information Systems, Inc.) is added to the Agreement and is attached hereto as Attachment 13 and incorporated herein by reference. The pages of added Exhibit I-D (Subcontract Agreement By and Between The Compucare Company, a QuadraMed Company and Software Information Systems, Inc.) are each designated at the bottom as "Added Under Amendment Number Three of Agreement."

AMENDMENT NUMBER THREE TO
AGREEMENT FOR TURNKEY HEALTHCARE INFORMATION SYSTEMS
[COUNTY AGREEMENT NUMBER 72190]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by COUNTY's Director of Health Services, and The Compucare Company and QuadraMed Corporation have each caused this Amendment to be subscribed on their behalf by their respective duly authorized officers, this _____ day of _____, 2003.

COUNTY

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director of Health Services
and Chief Medical Officer

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By _____
James Kashian
Principal Deputy County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and Grants Division

CONTRACTOR

THE COMPUCARE COMPANY

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

CONTRACTOR

QUADRAMED CORPORATION

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

AMENDMENT NUMBER THREE TO
COUNTY AGREEMENT NUMBER 72190

ATTACHMENT 1

Exhibit A (Statement of Work) -
(Replacement Pages xi, A-8, A-26 through A-27, and A-85, and
Additional Pages A-86 through A-94 under Amendment Number Three of Agreement)

22.2	<u>DELIVERABLE 22 - CERTAIN ENABLING TOOLS DELIVERY, INSTALLATION AND INTEGRATION</u>	A-84
23.	<u>TASK 23 - DELIVER AND INSTALL AFFINITY EVENT MANAGER AND AFFINITY HL7 LIBRARY FOR STC DATAGATE USING INTERFACE ENGINE TECHNOLOGY</u>	A-84
23.2	<u>DELIVERABLE 23 - DELIVER AND INSTALL AFFINITY EVENT MANAGER AND AFFINITY HL7 LIBRARY FOR STC DATAGATE USING INTERFACE ENGINE TECHNOLOGY</u>	A-85
24.	<u>TASK 24 - ESTABLISH OPERATIONS ENVIRONMENT FOR NEW SYSTEM HARDWARE</u>	A-85
24.1	<u>Subtask 24.1 - Delivery and Installation of New System Hardware and New Operating Software</u>	A-85
24.2	<u>DELIVERABLE 24.1 - DELIVERY AND INSTALLATION OF NEW SYSTEM HARDWARE AND NEW OPERATING SOFTWARE:</u>	A-86
24.3	<u>Subtask 24.2 - Perform and Certify Diagnostic Testing of New System Hardware</u>	A-87
24.4	<u>DELIVERABLE 24.2 - CERTIFICATION OF DIAGNOSTIC TESTING OF NEW SYSTEM HARDWARE</u>	A-88
24.5	<u>Subtask 24.3 - Provide Operations Personnel Training for New System Hardware</u>	A-89
24.6	<u>DELIVERABLE 24.3 - COMPLETE OPERATIONS PERSONNEL TRAINING FOR NEW SYSTEM HARDWARE</u>	A-89
25.	<u>TASK 25 - CONDUCT SYSTEM ACCEPTANCE TESTING FOR NEW SYSTEM HARDWARE</u>	A-90
25.1	<u>Subtask 25.1 - Conduct System Reliability Test (Reliability Test) for New System Hardware</u>	A-90
25.2	<u>DELIVERABLE 25 - SUCCESSFULLY COMPLETE SYSTEM RELIABILITY TEST (RELIABILITY TEST) FOR NEW SYSTEM HARDWARE</u>	A-94

- Task 11 - Provide On-Site Implementation Support
- Task 12 - Provide Post-Production Use Custom Programming Modifications, Post-Production Use Interfaces and Post-Production Use Automated Conversions
- Task 13 - Provide Long-Term On-Site Support Staff
- Task 14 - Post-Implementation Review by CONTRACTOR
- Task 15 - Other Hardware, Software and Professional Services Using Standard Pool Dollars
- Task 16 - Sigma Software Modifications, Interfaces and Other Professional Services Using Sigma Pool Dollars
- Task 17 - Conduct System Hardware Capacity and Throughput Analysis
- Task 18 - Conduct Product Development Meetings
- Task 19 - Develop Operating Software Migration Plan and Provide, Deliver, and Install Certain Operating Software
- Task 20 - Delivery of Additional Enterprise Caché Operating Software
- Task 21 - Provide, Deliver and Install Third Party Software
- Task 22 - Provide, Deliver and Install Certain Enabling Tools
- Task 23 - Deliver and Install Affinity Event Manager and Affinity HL7 Library for STC DataGate Using Interface Engine Technology
- Task 24 - Establish Operations Environment for New System Hardware
- Task 25 - Conduct System Acceptance Testing for New System Hardware

Following COUNTY's approval of the Work Plans, any subsequent changes to the Work Plans shall be mutually approved by CONTRACTOR's Project Director and COUNTY's Project Director.

(Revised Under Amendment Number Three of Agreement)

for each System component, including any Deficiencies noted during this process and CONTRACTOR's action plan to correct any such Deficiencies.

CONTRACTOR shall notify COUNTY's Project Director in writing of the correction of any Deficiencies noted and shall certify, in writing, that such System Hardware installation is complete. COUNTY shall approve or disapprove in writing that such System Hardware has passed all published manufacturers' standard System Hardware diagnostics.

In the event that COUNTY does not accept CONTRACTOR's certification and documentation of such diagnostic testing, CONTRACTOR will be given written notice by COUNTY, within ten (10) working days of receipt of such certification and documentation, containing a detailed explanation of each System Hardware Deficiency noted by COUNTY. CONTRACTOR shall promptly correct any and all Deficiencies at no cost to COUNTY.

COUNTY's Project Manager, will approve or disapprove in writing, within five (5) working days of receipt from CONTRACTOR, CONTRACTOR's certification and documentation of such diagnostic testing.

3.5 Subtask 3.3 - Provide Operations Personnel Training:

For each COUNTY Facility, if requested in writing by COUNTY's Project Director, for each course applicable to this Subtask 3.3 as specified in Attachment E (Operations Personnel Training) to this Exhibit A, CONTRACTOR shall provide, or arrange for the provision of, standard operations training from System vendors, to COUNTY personnel the number of days of standard training as specified in Attachment E

(Operations Personnel Training) to this Exhibit A. As promptly as practicable following the Effective Date, CONTRACTOR shall provide COUNTY's Project Director a syllabus for such training in order to assure COUNTY of the efficacy of such training.

For each COUNTY Facility, CONTRACTOR shall provide, or arrange for System vendors to provide, one (1) copy per COUNTY attendee of training materials for training specified in this Subparagraph 3.5 (Subtask 3.3 - Provide Operations Personnel Training) and Attachment E (Operations Personnel Training) to this Exhibit A.

3.6 DELIVERABLE 3.3 - COMPLETE OPERATIONS PERSONNEL TRAINING:

For each COUNTY Facility, if requested in writing by COUNTY's Project Director pursuant to Subparagraph 3.5 (Subtask 3.3 - Provide Operations Personnel Training), CONTRACTOR shall successfully provide, or arrange for System vendors to provide, to COUNTY personnel all standard training pursuant to Subparagraph 3.5 (Subtask 3.3 - Provide Operations Personnel Training), as specified in Attachment E (Operations Personnel Training) to this Exhibit A, and associated training materials as subdeliverables as follows:

- 3.3.1 - Operations Training - Data General UNIX User Course
- 3.3.2 - Operations Training - Data General UNIX System Administration
- 3.3.3 - Migrating to Caché
- 3.3.4 - Report Server
- 3.3.5 - SQL Connect
- 3.3.6 - X12 835 Health Care Claim Payment/Advice (EDI 835)
- 3.3.7 - X12 270/271 Eligibility and Benefits (EDI 270/271)

(Revised Under Amendment Number Three of Agreement)

24. TASK 24 - ESTABLISH OPERATIONS ENVIRONMENT FOR NEW SYSTEM
HARDWARE:

24.1 Subtask 24.1 - Delivery and Installation of New System Hardware and New Operating
Software:

For each COUNTY Facility, if requested in writing by COUNTY's Project Director:

- A. CONTRACTOR shall deliver to COUNTY Facility pursuant to Subparagraph 8.2 (Transportation Charges) of the body of this Agreement, all new System Hardware and new Operating Software provided by CONTRACTOR under Amendment Number Three, or such portion of such new System Hardware and such new Operating Software as mutually agreed to by CONTRACTOR's Project Director and COUNTY's Project Director, as specified in Attachment B (Schedule of System Hardware, System Software, Services and Other Third Party Software) to this Exhibit A. COUNTY will notify CONTRACTOR in writing of the delivery location prior to new System Hardware shipping date.
- B. CONTRACTOR shall provide the particular COUNTY Facility with the environmental specifications required for installation of such new System Hardware in accordance with the approved Work Plan. COUNTY will prepare the COUNTY-designated site for the particular COUNTY Facility in accordance with such environmental specifications. CONTRACTOR shall perform a site visit to verify COUNTY compliance with such environmental specifications and notify COUNTY's Project Manager of any site defects, and COUNTY will correct same.
- C. CONTRACTOR shall furnish and install such new System Hardware and such new Operating Software as specified in Attachment B (Schedule of System

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Hardware, System Software, Services and Other Third Party Software) to this Exhibit A necessary to support the System for the particular COUNTY Facility in accordance with the approved Work Plan.

- D. CONTRACTOR shall provide two (2) copies of documentation and all subsequent updates for such new System Hardware and such new Operating Software listed in Attachment B (Schedule of System Hardware, System Software, Services and Other Third Party Software) to this Exhibit A on CD-ROM, if available, or else in a hard copy format.

24.2 DELIVERABLE 24.1 - DELIVERY AND INSTALLATION OF NEW SYSTEM HARDWARE AND NEW OPERATING SOFTWARE:

For each COUNTY Facility, if requested in writing by COUNTY's Project Director pursuant to Subparagraph 24.1 (Subtask 24.1 - Delivery and Installation of new System Hardware and new Operating Software:

- A. CONTRACTOR shall deliver to COUNTY Facility pursuant to Subparagraph 8.2 (Transportation Charges) of the body of this Agreement, all new System Hardware and new Operating Software provided by CONTRACTOR under Amendment Number Three, or such portion of such new System Hardware and such new Operating Software as mutually agreed to by CONTRACTOR's Project Director and COUNTY's Project Director, as specified in Attachment B (Schedule of System Hardware, System Software, Services and Other Third Party Software) to this Exhibit A. COUNTY will notify CONTRACTOR in writing of the delivery location prior to new System Hardware shipping date.
- B. CONTRACTOR shall provide the particular COUNTY Facility with the environmental specifications required for installation of such new System

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Hardware in accordance with the approved Work Plan. COUNTY will prepare the COUNTY-designated site for the particular COUNTY Facility in accordance with such environmental specifications. CONTRACTOR shall perform a site visit to verify COUNTY compliance with such environmental specifications and notify COUNTY's Project Manager of any site defects, and COUNTY will correct same.

- C. CONTRACTOR shall furnish and install such new System Hardware and such new Operating Software as specified in Attachment B (Schedule of System Hardware, System Software, Services and Other Third Party Software) to this Exhibit A necessary to support the System for the particular COUNTY Facility in accordance with the approved Work Plan.
- D. CONTRACTOR shall provide two (2) copies of documentation and all subsequent updates for such new System Hardware and such new Operating Software listed in Attachment B (Schedule of System Hardware, System Software, Services and Other Third Party Software) to this Exhibit A on CD-ROM, if available, or else in a hard copy format.

24.3 Subtask 24.2 - Perform and Certify Diagnostic Testing of New System Hardware:

For each COUNTY Facility, if requested in writing by COUNTY's Project Director, CONTRACTOR shall provide to COUNTY an advance copy of manufacturers' published standard diagnostic testing documentation, perform manufacturers' published standard diagnostic testing of all new System Hardware procured under this Agreement, and fully document results of the diagnostic testing for each System component, including any Deficiencies noted during this process and CONTRACTOR's action plan to correct any such Deficiencies.

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CONTRACTOR shall notify COUNTY's Project Director in writing of the correction of any Deficiencies noted, with copies of the notification sent to the applicable COUNTY's Project Manager.

CONTRACTOR shall notify COUNTY's Project Manager in writing of the correction of all Deficiencies. At the sole discretion of COUNTY's Project Manager, COUNTY may require CONTRACTOR to repeat any and all diagnostic testing elements.

24.4 DELIVERABLE 24.2 - CERTIFICATION OF DIAGNOSTIC TESTING OF NEW SYSTEM HARDWARE:

For each COUNTY Facility, if requested in writing by COUNTY's Project Director pursuant to Subparagraph 24.3 (Subtask 24.2 - Perform and Certify Diagnostic Testing of new System Hardware), CONTRACTOR shall provide to COUNTY an advance copy of manufacturers' published standard diagnostic testing documentation, perform manufacturers' published standard diagnostic testing of all new System Hardware procured under this Agreement, and fully document results of the diagnostic testing for each System component, including any Deficiencies noted during this process and CONTRACTOR's action plan to correct any such Deficiencies.

CONTRACTOR shall notify COUNTY's Project Director in writing of the correction of any Deficiencies noted and shall certify, in writing, that such new System Hardware installation is complete. COUNTY shall approve or disapprove in writing that such new System Hardware has passed all published manufacturers' standard System Hardware diagnostics.

In the event that COUNTY does not accept CONTRACTOR's certification and documentation of such diagnostic testing, CONTRACTOR will be given written notice by COUNTY, within ten (10) working days of receipt of such certification and

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documentation, containing a detailed explanation of each new System Hardware Deficiency noted by COUNTY. CONTRACTOR shall promptly correct any and all Deficiencies at no cost to COUNTY.

COUNTY's Project Manager, will approve or disapprove in writing, within five (5) working days of receipt from CONTRACTOR, CONTRACTOR's certification and documentation of such diagnostic testing.

24.5 Subtask 24.3 - Provide Operations Personnel Training for New System Hardware:

For each COUNTY Facility, if requested in writing by COUNTY's Project Director, for each course applicable to this Subtask 24.3 as specified in Attachment E (Operations Personnel Training) to this Exhibit A, CONTRACTOR shall provide, or arrange for the provision of, standard operations training from System vendors, to COUNTY personnel the number of days of standard training as specified in Attachment E (Operations Personnel Training) to this Exhibit A. As promptly as practicable following the Effective Date, CONTRACTOR shall provide COUNTY's Project Director a syllabus for such training in order to assure COUNTY of the efficacy of such training.

For each COUNTY Facility, CONTRACTOR shall provide, or arrange for System vendors to provide, one (1) copy per COUNTY attendee of training materials for training specified in this Subparagraph 24.5 (Subtask 24.3 Provide Operations Personnel Training for New System Hardware) and Attachment E (Operations Personnel Training) to this Exhibit A.

24.6 DELIVERABLE 24.3 - COMPLETE OPERATIONS PERSONNEL TRAINING FOR NEW SYSTEM HARDWARE:

For each COUNTY Facility, if requested in writing by COUNTY's Project Director

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pursuant to Subparagraph 24.5 (Subtask 24.3 - Provide Operations Personnel Training for New System Hardware), CONTRACTOR shall successfully provide, or arrange for System vendors to provide, to COUNTY personnel all standard training pursuant to Subparagraph 24.5 (Subtask 24.3 - Provide Operations Personnel Training for New System Hardware), as specified in Attachment E (Operations Personnel Training) to this Exhibit A, and associated training materials as subdeliverables as follows:

24.3.1 - Operations Training - IBM AIX User Course

24.3.2 - Operations Training - IBM AIX System Administration

25. TASK 25 - CONDUCT SYSTEM ACCEPTANCE TESTING FOR NEW SYSTEM HARDWARE:

25.1 Subtask 25.1 - Conduct System Reliability Test (Reliability Test) for New System Hardware:

For each COUNTY Facility, the System Reliability Test shall be a test performed on all new System Hardware provided by CONTRACTOR under Amendment Number Three as shown in Attachment B (Schedule of System Hardware, System Software, Services and Other Third Party Software) to this Exhibit A to verify that the new System Hardware; (1) meets availability requirements, and (2) performs in accordance with applicable Specifications. All applicable Operating Software required for new System Hardware shall be installed and operational. The general process for performing the System Reliability Test shall be the same as set forth in Subparagraph 10.2 (General Acceptance Testing Process).

For each COUNTY Facility, the following defines the process and acceptance criteria for the System Reliability Test:

- A. The new System Hardware, or such portion thereof as mutually agreed to in writing by CONTRACTOR's Project Director and COUNTY's Project Director, must attain a standard of performance specified herein.

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- B. The System Reliability Test shall be conducted separately for each COUNTY Facility's new System Hardware when all new System Hardware, or such portion thereof as mutually agreed to in writing by CONTRACTOR's Project Director and COUNTY's Project Director, and all applicable Operating Software have been installed on that new System Hardware.

CONTRACTOR shall perform the System Reliability Test. COUNTY, with the assistance from CONTRACTOR, will record all test results.

- C. The performance test period shall begin no later than one (1) working day after CONTRACTOR notifies COUNTY in writing that the particular COUNTY Facility's new System Hardware is ready for System Reliability Testing. The test shall end when the new System Hardware, or portion thereof as mutually agreed to in writing by CONTRACTOR's Project Director and COUNTY's Project Director, has operated for a period of thirty (30) consecutive days at a reliability percentage of at least ninety-nine percent (99%), performs in accordance with applicable Specifications, and demonstrates Year 2000 compliance. The reliability percentage is defined in Subparagraph 25.1(F) below.
- D. When the new System Hardware meets the standard of performance as stated in Subparagraph 25.1(C), COUNTY will notify CONTRACTOR in writing within five (5) working days of successful completion of the particular System Reliability Test.
- E. In the event the new System Hardware fails to meet such standard of performance during the initial thirty (30) consecutive days, such test shall continue until the standard of performance has been met for a total of thirty (30)

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consecutive days. If the new System Hardware fails to meet the standard of performance after ninety (90) calendar days, as calculated from the first date such testing was begun on the new System Hardware, COUNTY may, at the sole option of COUNTY's Project Director: (1) require that CONTRACTOR provide and install replacement(s) of any failed component(s) of the new System Hardware and/or fix applicable Operating Software, as required, at no cost to COUNTY, and CONTRACTOR shall promptly provide and install same and complete the test or (2) extend the performance test period.

F. The reliability percentage shall be calculated by the following method:

1. Maximum Operational Use Time shall be established by subtracting seven and two-tenths (7.2) hours of interruption from seven hundred and twenty (720) hours (the total number of hours in a thirty (30) day period). In the event that System Hardware components are tested separately in a retest situation, the total number of hours of any interruption shall be calculated separately.
2. Total Downtime shall be computed by adding up the total number of minutes in the day that the new System Hardware is unavailable for use. The cumulative daily total Downtime shall be rounded to the nearest hour.
3. The reliability percentage shall be calculated by adding up the total number of Downtime hours which occur during the thirty (30) day test period and subtracting that amount from the Maximum Operational Use Time (712.8 hours; 100% availability). The resulting number shall then be divided by the 100% availability hour amount (712.8 hours) to determine the overall percentage of availability. For example:

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<u>Maximum Operational Use Time minus Total Downtime</u>	=	Reliability
Maximum Operational Use Time		Percentage

4. Downtime for each incident shall accrue on a twenty-four (24) hour per day, seven (7) days per week basis until all Deficiencies have been corrected by CONTRACTOR.
 5. Downtime shall be calculated from the time COUNTY contacts CONTRACTOR, orally or in writing, and gives CONTRACTOR notice of a Deficiency. CONTRACTOR shall notify COUNTY when a Deficiency is corrected. Downtime shall end upon COUNTY's verification that the Deficiency has been corrected as described below. Upon verification by COUNTY, which will take place within thirty (30) minutes or as otherwise mutually agreed to in writing by CONTRACTOR's Project Director and COUNTY's Project Director, COUNTY will consider the Deficiency corrected. If verification by COUNTY indicates that the Deficiency was not corrected, COUNTY will notify CONTRACTOR within thirty (30) minutes, or as otherwise mutually agreed to in writing by CONTRACTOR's Project Director and COUNTY's Project Director, of Deficiencies remaining, and the beginning of the Downtime period shall revert to the time the Deficiency was originally reported and shall not end until all Deficiencies have been corrected by CONTRACTOR and verified by COUNTY.
- G. During the Downtime period, COUNTY may use the System, as available, when such use does not interfere with CONTRACTOR resolving a Deficiency of the System. If COUNTY does not make available to

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CONTRACTOR such components of the System for which Downtime is being accrued, Downtime calculations shall be suspended and the applicable components shall be considered operational for that entire period COUNTY refuses to make such components available to CONTRACTOR.

25.2 DELIVERABLE 25 - SUCCESSFULLY COMPLETE SYSTEM RELIABILITY TEST (RELIABILITY TEST) FOR NEW SYSTEM HARDWARE:

For each COUNTY Facility, CONTRACTOR, with assistance from COUNTY, shall perform and successfully complete the System Reliability Test described in Task 25 (Conduct System Acceptance Testing for New System Hardware).

AMENDMENT NUMBER THREE TO
COUNTY AGREEMENT NUMBER 72190

ATTACHMENT 2

Attachment A (Baseline Application Software, Existing County
Modifications and Custom Programming Modifications) to Exhibit A (Statement of Work) -
(Replacement Pages A-A1 and A-A4 under Amendment Number Three of Agreement)

ATTACHMENT A

BASELINE APPLICATION SOFTWARE, EXISTING COUNTY MODIFICATIONS AND CUSTOM PROGRAMMING MODIFICATIONS

Section I.

Attachment A (Baseline Application Software, Existing COUNTY Modifications and Custom Programming Modifications) as contained in COUNTY Agreement Number 56649 (HDH, RLAMC and KDMC), dated January 27, 1997, including Amendment Number Two, dated December 7, 1999, Amendment Number Three, dated December 4, 2001, and Amendment Number Four, dated March 26, 2003, between COUNTY and CONTRACTOR (hereafter "Existing Attachment A"), is hereby incorporated herein by reference and shall constitute Section I of Attachment A of this Agreement subject to the following:

1. All "Requirements" and other items shown on Existing Attachment A shall be applicable to all COUNTY Facilities.
2. Each "Requirement" shown on Existing Attachment A as "Common" shall be applicable to all COUNTY Facilities.
3. Each "Requirement" shown on Existing Attachment A as "Additional" shall be deemed shown as "Common" and shall be applicable to all COUNTY Facilities.
4. The definition "Priority" and the column marked "Priority" as shown on Existing Attachment A shall be deemed deleted.
5. All references to High Desert Hospital (HDH), Rancho Los Amigos National Rehabilitation Center (RLAMC) and/or Martin Luther King, Jr/Drew Medical Center (KDMC) as shown on Existing Attachment A shall be deemed to refer to all COUNTY Facilities.
6. Changes to specific Requirements shown on Existing Attachment A, for purposes of Attachment A of this Agreement, are set forth below.

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Section II.

1. Account Workflow (Unreleased Affinity Product):

- Multi-sort of Patient lists by Patient Service Rep.
- Patient Demographic View.
- Patient Insurance View.
- Primary Guarantor Information View.
- Access to Admit Procedures in Registration.
- Access to Insurance Verification procedures.
- Access to Patient Edit procedures.

2. Chart View:

- Automatic generation of patient lists via the user's patient assignment or unit census.
- Multi-select capability from the patient list.
- Ability to view and update sections of the patient's chart (available in phases): vital signs, intake and output, weight, charting and assessment notations, clinical conditions, face sheet and visit history information, cumulative results, and transcribed reports. Supporting Affinity applications to provide the information is required.
- Ability to chart activities as performed with automatic branching to associated Affinity charting applications.

3. Multi-Campus/Multi-Facility (Unreleased Affinity Product):

The ability to support, in a single database, the following definitions:

- Facility or Entity - A business undertaking identified by the characteristics of having a Balance Sheet and a unique Federal Tax ID. The terms Facility or Entity are used interchangeably.
- Campus - a grouping of business activities within a Facility. Typically grouped by physical location within a unique address. A Facility may have multiple associated campuses.
- Department - A functional/responsible area within a Campus or Facility. The Department typically has characteristics of Revenue and Expense reporting with a unique Department Number in the G/L Chart of Accounts.
- Location - Where the test or service is performed. The physical location within a Department of a Campus or Facility. The most finite level of definition.

Ongoing enhancements to improve single database usage for multiple facilities will be accomplished through a phased approach over several release cycles.

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AMENDMENT NUMBER THREE TO
COUNTY AGREEMENT NUMBER 72190

ATTACHMENT 3

Attachment A-1 (Communications Network at HUMC, at OVUMC,
and at LAC+USCMC) to Exhibit A (Statement of Work) -
(Replacement by revised Attachment A-1
under Amendment Number Three of Agreement)

Attachment A-1
Communications Network at HUMC, at OVUMC, and at LAC+USCMC

1. Pricing for Specific Projects

All the items shown in this Paragraph 1 shall be provided only by the CONTRACTOR, or by the SUBCONTRACTOR, L Tech Network Services, Inc. The following prices are valid until **12/31/2005**.

a. LAC+USCMC Network Audit

Full review of the entire network that exists at LAC+ USCMC. This will include not only the Computcare network, but also the backbone and any other related networks that have Computcare users or impact the Computcare system.

This will entail:

- A complete audit of existing design
- Network equipment
- Equipment configuration
- Network management
- Closet survey
- Traffic analysis – which will provide graphic representation of :
 - Average daily error rates
 - Daily bandwidth utilization
 - Frame size distribution
 - Protocol distribution
 - Top 10 transmitters
 - Top 10 receivers
 - Top 10 error rate stations
 - Broadcast distribution
 - Busiest stations
 - Summary of global statistics

There are 50 closets within the system to be reviewed and for which we must establish network scans.

There are approximately 5,000 nodes on the system today. List price on this project is \$300,000 (audit price of \$60 per network node); however, until **12/31/05**, the price is: **\$172,500.00**

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b. Network Documentation

These documentation services will offer a process in which we will discover and document any number of drops desired and specified. This can cover data and voice, as well as remote data circuits. If the facility does not have a full set of AutoCAD prints, we can accommodate them, but the pricing must be reviewed specifically for that institution. If there are existing architectural prints, we will then digitize them and use them in the documentation process. If nothing exists, then we will have to walk each building and floor to create the baseline prints.

In the case of the three institutions (HUMC, LAC+USCMC and OVUMC) we have found various mixtures of documentation. Additionally, each institution has slightly different scopes on what is to be completed in regard to voice and data.

The following outlines the costs for these projects

LAC+USCMC

5,000 data drops.
AutoCAD prints available in 90% of the case. **\$155,250.00**

HUMC

6,200 voice and data drops
50 data circuits
AutoCAD prints available for only for main buildings **\$166,750.00**

OVUMC

2,000 data drops
AutoCAD minimal in main building.
No AutoCAD in outlying buildings
3,000 + voice drops **\$ 92,000.00**
\$111,550.00

c. "AutoCAD Viewer" software and installation \$ 15,000.00
2. Five Year Pricing for Drops and Related Drops and Materials and Services:

All of the items shown in this Paragraph 2 shall be provided only by SUBCONTRACTOR, L Tech Network Services or the following:

Verizon
Micro Age of Commerce
Global Knowledge Network
Nortel Networks

Newbridge - Networks, Inc.
Cisco Systems, Inc

The following prices are valid until 12/31/05.

Quantity	1. DROP INSTALLATION SERVICES Description	Prices valid 1999		Prices valid 2000		Prices valid from 2001-2003		Prices valid from 2004-2005	
		300'	150'	300'	150'	300'	150'	300'	150'
	1 data drop to an existing location								
150' or 300'	Berktek Cat 5 yellow plenum cable 4-pair								
1	Panduit Minicom RJ45 blue Insert								
40	Panduit tie wraps 8" (40)								
	Materials	\$78.25	\$50.40	\$83.00	\$53.94	\$86.00	\$54.71	\$86.00	\$54.71
	Labor, to include:								
1	Installation of cable								
1	Install RJ45 insert								
1	Install tie wraps and dress								
1	Punch down to 110 block in IDF								
1	Label Patch Panel								
1	Label drop								
1	Test drops and deliver documentation								
	Labor	\$103.25	\$107.07	\$108.00	\$97.76	\$114.00	\$118.04	\$114.00	\$118.04
	Total for one added drop	\$181.50	\$157.47	\$191.00	\$151.70	\$200.00	\$172.75	\$200.00	\$172.75
	1 data drop								
150' or 300'	Berktek Cat 5 yellow plenum cable 4-pair								
1	Panduit Minicom Faceplate 6-port								
1	Panduit Minicom RJ45 blue Insert								

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	1 Terminal Drop	Prices valid 1999		Prices valid 2000		Prices valid from 2001-2003		Prices valid from 2004-2005	
		300'	150'	300'	150'	300'	150'	300'	150'
150' or 300'	Berktek Cat 5 yellow plenum cable 4-pair								
1	Panduit Minicom Faceplate 6-port								
1	Panduit Minicom RJ45 blue Insert								
1	AMP RJ 45 crimp connector								
1	Amp C4 for 110 block								
1	Pan Pacific DB 25 to RJ 45 adapter								
1	Caddie mud ring								
40	Tie wraps 8" (40)								
	Materials	\$86.25	\$58.07	\$92.29	\$62.14	\$99.00	\$66.49	\$99.00	\$66.49
	Labor, to include:								
1	Installation of cable								
1	Mount faceplate, mud ring, insert								
1	Install tie wraps and dress								
1	Punch down to 110 block in terminal server closet								
1	Crimp and Label Patch cord								
1	Label drop								
1	Test drops and deliver documentation								
	Labor	\$113.25	\$117.99	\$119.00	\$123.88	\$125.00	\$130.08	\$125.00	\$130.08
	Total for 1 terminal drop	\$199.50	\$176.06	\$211.25	\$186.02	\$224.00	\$196.57	\$224.00	\$196.57
	2 Terminal Drops to same location	Prices valid 1999		Prices valid 2000		Prices valid from 2001-2003		Prices valid from 2004-2005	
		300'	150'	300'	150'	300'	150'	300'	150'
300' or 600'	Berktek Cat 5 yellow plenum cable 4-pair								
1	Panduit Minicom Faceplate 6-port								
2	Panduit Minicom RJ45 blue Insert								
2	AMP RJ 45 crimp connector								
2	Amp C4 for 110 block								
2	Pan Pacific DB 25 to RJ 45 adapter								
1	Caddie mud ring								
40	Tie wraps 8" (40)								
	Materials	\$159.00	\$104.48	\$170.00	\$108.59	\$182.00	\$116.19	\$182.00	\$116.19
	Labor, to include:								
1	Installation of cable								
1	Mount faceplate, mud ring, insert								
1	Install tie wraps and dress								

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	5 Terminal Drops to same location	Prices valid 1999		Prices valid 2000		Prices valid from 2001-2003		Prices valid from 2004-2005	
		300'	150'	300'	150'	300'	150'	300'	150'
750' or 1500'	Berktek Cat 5 yellow plenum cable 4-pair								
1	Panduit Minicom Faceplate 6-port								
5	Panduit Minicom RJ45 blue Insert								
5	AMP RJ 45 crimp connector								
5	Amp C4 for 110 block								
5	Pan Pacific DB 25 to RJ 45 adapter								
1	Caddie mud ring								
40	Tie wraps 8" (40)								
	Materials	\$377.25	\$231.73	\$404.00	\$247.96	\$432.00	\$265.31	\$432.00	\$265.31
	Labor, to include:								
1	Installation of cable								
1	Mount faceplate, mud ring, insert								
1	Install tie wraps and dress								
	Punch down to 110 block in terminal server closet								
5									
5	Crimp and Label Patch cord								
1	Label drop								
5	Test drops and deliver documentation								
	Labor	\$309.00	\$319.35	\$325.00	\$335.31	\$341.00	\$352.08	\$341.00	\$352.08
	Totals for 5 terminal drops	\$686.25	\$551.08	\$729.00	\$583.27	\$773.00	\$617.39	\$773.00	\$617.39
	6 Terminal Drops to same location	Prices valid 1999		Prices valid 2000		Prices valid from 2001-2003		Prices valid from 2004-2005	
		300'	150'	300'	150'	300'	150'	300'	150'
900' or 1800'	Berktek Cat 5 yellow plenum cable 4-pair								
1	Panduit Minicom Faceplate 6-port								
6	Panduit Minicom RJ45 blue Insert								
6	AMP RJ 45 crimp connector								
6	Amp C4 for 110 block								
6	Pan Pacific DB 25 to RJ 45 adapter								
1	Caddie mud ring								
40	Tie wraps 8" (40)								
	Materials	\$450.00	\$275.16	\$481.50	\$294.42	\$515.00	\$315.03	\$515.00	\$315.03
	Labor, to include:								
1	Installation of cable								

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	Cable 100-pair telco , PVC (per foot)	\$1.05	\$1.12	\$1.20	\$1.20	\$1.20			
	Cable 25-pair telco , PVC (per foot)	\$0.24	\$0.25	\$0.28	\$0.28	\$0.28			
Berktek	Cable Cat 5 plenum yellow	\$233.40	\$249.75	\$267.23	\$267.23	\$267.23			
Panduit	Cable tie buttons (box 100)	\$20.36	\$21.78	\$23.30	\$23.30	\$23.30			
Tyton	Cable ties 11" (100 pkg)	\$62.42	\$66.79	\$71.47	\$71.47	\$71.47			
	Ceiling wires	\$0.21	\$0.22	\$0.24	\$0.24	\$0.24			
	D-rings 5"	\$1.97	\$2.10	\$2.25	\$2.25	\$2.25			
	EMT bushings 4"	\$6.11	\$6.53	\$6.99	\$6.99	\$6.99			
	EMT conduit 1/2" x10'	\$47.50	\$50.82	\$54.37	\$54.37	\$54.37			
	EMT conduit 4"x10'	\$54.28	\$58.08	\$62.15	\$62.15	\$62.15			
	EMT sleeves 1"x1/2"	\$2.04	\$2.17	\$2.33	\$2.33	\$2.33			
	EMT sleeves 1"x3"	\$3.39	\$3.63	\$3.89	\$3.89	\$3.89			
Panduit	Faceplate 4-port module space snap-in for modular furniture	\$3.22	\$3.45	\$3.69	\$3.69	\$3.69			
Panduit	Faceplate blank inserts	\$0.48	\$0.52	\$0.55	\$0.55	\$0.55			
Panduit	Faceplates 2-position	\$2.08	\$2.23	\$2.38	\$2.38	\$2.38			
Panduit	Faceplates 4-position	\$2.31	\$2.47	\$2.65	\$2.65	\$2.65			
Panduit	Faceplates 6-position	\$2.50	\$2.68	\$2.88	\$2.88	\$2.88			
Siecor	Fiber 6-strand plenum mm 62.5/125um	\$0.80	\$0.86	\$0.92	\$0.92	\$0.92			
Siecor	Fiber 12-strand plenum mm 62.5/125um	\$1.78	\$1.90	\$2.04	\$2.04	\$2.04			
Siecor	Fiber 24-strand plenum mm 62.5/125um	\$3.94	\$4.22	\$4.51	\$4.51	\$4.51			
Siecor	Fiber chassis connector housing panels 12-port duplex SC	\$73.36	\$78.50	\$83.99	\$83.99	\$83.99			
Siecor	Fiber connector panels with (3) SC duplex connectors	\$55.66	\$59.56	\$63.73	\$63.73	\$63.73			
Ortronics	Fiber patch panel 12-port SC multimode	\$213.88	\$228.85	\$244.87	\$244.87	\$244.87			
Ortronics	Fiber patch panel 24-port SC multimode	\$361.38	\$386.68	\$413.74	\$413.74	\$413.74			
Ortronics	Fiber patch panel 48-port SC multimode	\$626.88	\$670.76	\$717.71	\$717.71	\$717.71			
Ortronics	Fiber patch panel 72-port SC multimode	\$856.98	\$916.97	\$981.16	\$981.16	\$981.16			
Ortronics	Fiber patch panel 96-port SC multimode	\$1,143.49	\$1,223.53	\$1,309.18	\$1,309.18	\$1,309.18			
Siecor	Fiber patch panel chassis 144-port (connectors not included)	\$251.92	\$269.55	\$288.42	\$288.42	\$288.42			
Siecor	Fiber patch panel chassis 24-port (connectors not included)	\$166.26	\$177.90	\$190.35	\$190.35	\$190.35			
Siecor	Fiber patch panel chassis 48-port (connectors not included)	\$196.21	\$209.94	\$224.64	\$224.64	\$224.64			
Siecor	Fiber patch panel chassis 72-port (connectors not included)	\$223.42	\$239.06	\$255.79	\$255.79	\$255.79			
Siecor	Fiber patch panel 12-port wall-mount (connectors not included)	\$40.25	\$43.07	\$46.08	\$46.08	\$46.08			
Siecor	Fiber patch panel wall-mount chassis 12-port (connectors not included)	\$54.52	\$58.34	\$62.42	\$62.42	\$62.42			

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Siecor	Fiber patch panel wall-mount chassis 48-port (connectors Not included)	\$93.46	\$100.00	\$107.00	\$107.00			
3M	Fire Seal (caulk)	\$16.87	\$18.05	\$19.31	\$19.31			
3M	Fire Seal (putty)	\$18.80	\$20.12	\$21.52	\$21.52			
IBM	Grounding Kit	\$46.02	\$49.24	\$52.69	\$52.69			
Carlton	Innerduct 1" plenum (500' roll)	\$1,010.08	\$1,080.79	\$1,156.44	\$1,156.44			
Carlton	Innerduct 3/4" Couplers Plenum	\$17.64	\$18.87	\$20.19	\$20.19			
Carlton	Innerduct 3/4" Plenum (500' roll)	\$1,085.60	\$1,161.59	\$1,242.91	\$1,242.91			
Chatsworth	J-bolts 3 1/4"	\$20.36	\$21.78	\$23.30	\$23.30			
Chatsworth	Ladder rack 10'x12"	\$88.21	\$94.38	\$100.98	\$100.98			
Chatsworth	Ladder rack adapter kit	\$21.38	\$22.87	\$24.47	\$24.47			
Caddie	Mud rings	\$1.83	\$1.96	\$2.09	\$2.09			
Caddie	Multi function clips 3/8" flange (box 100)	\$88.21	\$94.38	\$100.98	\$100.98			
	Patch cord 30' Cat 5 plenum RJ45	\$6.79	\$7.26	\$7.76	\$7.76			
	Patch cord 15" Cat 5 plenum RJ45	\$4.07	\$4.36	\$4.66	\$4.66			
	Patch cord 10' Cat 5 plenum RJ45	\$3.06	\$3.28	\$3.51	\$3.51			
	Patch cord 5' Cat 5 plenum RJ45	\$2.44	\$2.61	\$2.79	\$2.79			
	Patch cord 4' Cat 5 plenum RJ45	\$2.38	\$2.21	\$2.73	\$2.73			
	Patch cord 3' Cat 5 plenum RJ45	\$2.24	\$2.40	\$2.56	\$2.56			
	Patch cord Silver Satin 10' RJ11	\$1.36	\$1.49	\$1.55	\$1.55			
Panduit	Patch panel 24-port UTP TIA-568A	\$196.77	\$210.54	\$225.27	\$225.27			
Panduit	Patch panel 24-port UTP TIA-568B	\$196.77	\$210.54	\$225.27	\$225.27			
Panduit	Patch panel 48-port UTP TIA-568A	\$241.91	\$258.85	\$276.97	\$276.97			
Panduit	Patch panel 48-port UTP TIA-568B	\$241.91	\$258.85	\$276.97	\$276.97			
Damac	Power strip 6 outlet cabinet mount	\$71.92	\$76.96	\$82.34	\$82.34			
Chatsworth	Power strip 6-outlet 19" relay rack mount	\$188.62	\$201.83	\$215.96	\$215.96			
Chatsworth	Power strip 6-outlet 23" relay rack mount	\$192.69	\$206.18	\$220.62	\$220.62			
Damac	Rack 3'x19" enclosed floor-mount	\$827.91	\$885.86	\$947.87	\$947.87			
	Red heads bolts	\$5.43	\$5.81	\$6.21	\$6.21			
Chatsworth	Relay rack 7'x19" black	\$176.41	\$188.76	\$201.97	\$201.97			
Chatsworth	Relay rack 7'x23" (black)	\$302.61	\$323.79	\$346.46	\$346.46			
Chatsworth	Relay rack floor mounting kit	\$14.25	\$15.25	\$16.32	\$16.32			
Panduit	RJ 11 inserts (color: white for voice)	\$4.23	\$5.00	\$5.36	\$5.36			
Panduit	RJ 45 inserts (blue)	\$4.96	\$5.30	\$5.67	\$5.67			
Siecor	SC connectors Unicam (single) fiber multimode	\$11.93	\$12.77	\$13.65	\$13.65			
	SC-SC 10' duplex multimode fiber jumper	\$94.99	\$101.64	\$108.76	\$108.76			
	SC-SC 6' duplex multimode fiber jumper	\$83.36	\$89.19	\$95.44	\$95.44			
	SC-ST 4' duplex multimode fiber jumper	\$97.85	\$72.60	\$77.68	\$77.68			
Chatsworth	Shelf 23" double-sided	\$115.69	\$123.79	\$132.46	\$132.46			
Chatsworth	Shelf heavy duty equipment double sided	\$115.35	\$123.42	\$132.11	\$132.11			
Siecor	ST connectors Unicam (single) fiber multimode	\$11.53	\$12.33	\$13.20	\$13.20			

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Panduit	Surface mount boxes	\$5.19	\$5.55	\$5.93	\$5.93			
	Toggle bolts	\$1.70	\$1.82	\$1.94	\$1.94			
	Unistrut 10'	\$33.92	\$36.30	\$38.84	\$38.84			
	Unistrut clamps 4"	\$3.39	\$3.63	\$3.88	\$3.88			
Panduit	Velcro (roll 15')	\$13.50	\$14.44	\$15.45	\$15.45			
Chatsworth	Wall enclosure 19"x24"	\$818.27	\$875.55	\$936.84	\$936.84			
	Washers	\$0.13	\$0.15	\$0.16	\$0.16			
	Wire #6 Bare copper ground (100' reel)	\$0.22	\$0.23	\$0.25	\$0.25			
	Wire 1-pair 22AWG cross-connect blue/white	\$16.28	\$17.42	\$18.64	\$18.64			
Chatsworth	Wire management rack side rails 6" Catrack	\$305.33	\$326.70	\$349.56	\$349.56			
Panduit	Wire manager (19"x3.5")	\$55.63	\$59.54	\$63.70	\$63.70			
Panduit	Wiremold 6' (3 UTP cables)	\$13.86	\$14.82	\$15.87	\$15.87			
Panduit	Wiremold 6' stick (6 UTP cables)	\$14.88	\$15.92	\$17.04	\$17.04			
Panduit	Wiremold splice LD3 (10 pack)	\$12.80	\$13.69	\$14.65	\$14.65			
Panduit	Wiremold angle rt angle LD3 (10 pack)	\$15.32	\$16.38	\$17.53	\$17.53			
Panduit	Wiremold inside corner for LD3 (10 pack)	\$15.32	\$16.38	\$17.53	\$17.53			
Panduit	Wiremold outside for LD3 (10 pack)	\$25.05	\$26.80	\$28.68	\$28.68			
Panduit	Wiremold T-fitting for LD3 (10 pack)	\$15.31	\$16.38	\$17.53	\$17.53			
Panduit	Wiremold end-cap fitting for LD3 (10 pack)	\$12.79	\$13.70	\$14.65	\$14.65			
Panduit	Wiremold drop ceiling entry fitting (need adapter for LD3 and LD5) (10 pack)	\$61.44	\$54.74	\$70.34	\$70.34			
Panduit	Wiremold ceiling adapter LD3 (10 pack)	\$7.75	\$8.29	\$8.88	\$8.88			
Panduit	Wiremold ceiling adapter for LD5 (10 pack)	\$7.75	\$8.29	\$8.88	\$8.88			
Panduit	Wiremold coupler LD5 (10 pack)	\$13.86	\$14.84	\$15.88	\$15.88			
Panduit	Wiremold inside corner fitting LD5 (10 pack)	\$16.76	\$17.94	\$19.19	\$19.19			
Panduit	Wiremold rt angle for LD5 (10 pack)	\$16.76	\$17.94	\$19.19	\$19.19			
Panduit	Wiremold outside corner for LD5 (10 pack)	\$25.77	\$27.57	\$29.50	\$29.50			
Panduit	Wiremold t-fittings for LD5 (10 pack)	\$16.76	\$17.94	\$19.19	\$19.19			
Panduit	Wiremold end cap for LD5 (10 pack)	\$13.86	\$14.84	\$15.88	\$15.88			

Qty	4. PER HOUR TASKS	Cost per hour Prices valid 1999	Cost per day Prices valid 1999	Cost per hour Prices valid 2000	Cost per day Prices valid 2000	Cost per hour Prices valid 2001-2003	Cost per day Prices valid 2001-2003	Cost per hour Prices valid 2004-2005	Cost per day Prices valid 2004-2005
1	Installer Support	\$43.70		\$45.89		\$48.19		\$48.19	
1	Update hospital ACAD room layout	\$65.55		\$68.82		\$72.27		\$72.27	
1	Travel time if less than 10 drops ordered	\$43.70		\$45.87		\$48.19		\$48.19	
1	Clean up existing cables	\$43.70		\$45.87		\$48.19		\$48.19	
1	Project walkout	\$43.70		\$45.87		\$48.19		\$48.19	
1	Tech Support (8am to 5 pm)	\$258.75		\$271.69		\$285.27		\$285.27	
1	Tech support (weekends & after hours)	\$316.25		\$332.06		\$348.67		\$348.67	
4	Engineering Consultation (4 hours minimum)		\$1,150.00		\$1,207.50		\$1,267.88		\$1,267.88
8	Engineering Consultation (8 hours per day)		\$1,725.00		\$1,811.25		\$1,901.81		\$1,901.81
	Consultation will include:								
	Network design								
	Technology evaluation								
	IP Address planning								
	NSAP Address planning								
	Upgrade network device firmware/software								
	Security								
	NDIS/WINS Engineering Deployment								
	DNS/DHCP Engineering and Deployment								
	Router/Switch configuration								
	VLAN Planning and implementation								
	Desktop video teleconferencing								
	Room system teleconferencing								
	Video on-demand								
	Video multicasting								
	Telemedicine								

5. DOCUMENTATION SERVICES		Prices valid 1999	Prices valid 2000	Prices valid from 2001-2003	Prices valid from 2004-2005
		Per Drop Cost	Per Drop Cost	Per Drop Cost	Per Drop Cost
	Document existing drops on existing ACAD prints				
	1 - 500 drops	\$40.25	\$42.25	\$44.38	\$44.38
	501- 1000 drops	\$34.50	\$35.70	\$38.04	\$38.04
	1001 - 4000 drops	\$28.75	\$30.19	\$31.70	\$31.70
	4001 plus drops	\$24.15	\$25.35	\$26.62	\$26.62

6. NETWORK SUPPORT		1 st Yr. Cust Total	Cust Total Per Year Prices valid 2000	Node/Hour Prices valid from 2001-2003	Cust Total Per Year Prices valid from 2001-2003	Node/Hour Prices valid from 2004-2005	Cust Total Per Year Prices valid from 2004-2005
Minimum		Node/Hour Prices valid 1999	Node/Hour Prices valid 2000	Node/Hour Prices valid from 2001-2003	Node/Hour Prices valid from 2001-2003	Node/Hour Prices valid from 2004-2005	Node/Hour Prices valid from 2004-2005
500 Nodes	Network Technical Support (nodes - labor only)	\$115.00	\$57,500.00	\$120.75	\$60,375.00	\$126.79	\$63,393.75
	Problem identification of network hardware						
	Notification to responsible vendor to replace /repair						
	Repair cabling, UTP, coax, fiber (labor only)						
	Troubleshoot to device connecting to other networks						

7. NETWORK AUDIT / BASELINING		Per/Request Price valid 1999	Per PC Prices valid 2000	Per/Request Prices valid 2000	Per PC Prices valid from 2001-2003	Per/Request Prices valid from 2001-2003	Per PC Prices valid from 2004-2005	Per/Request Prices valid from 2004-2005
Minimum		Per PC Prices valid 1999	Per PC Prices valid 2000	Per/Request Prices valid 2000	Per PC Prices valid from 2001-2003	Per/Request Prices valid from 2001-2003	Per PC Prices valid from 2004-2005	Per/Request Prices valid from 2004-2005
100 Nodes	Baseline segment (nodes - labor only)	\$69.00	\$6,900.00	\$72.45	\$7,245.00	\$76.07	\$7,607.25	\$7,607.25
	Average Daily Error Rates							
	Daily Bandwidth Utilization							
	Frame Size Distribution							
	Protocol Distribution by Ethernet Frame Type							
	Protocol Distribution by LLC Sap field							
	Top Transmitters							
	Top Receivers							
	Top Transmit Error Rate Stations							
	Broadcast Distribution							
	Busiest Stations							
	Global Summary Statistics							

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		Per PC Prices valid 1999	Per Annum Prices valid 1999	Per PC Prices valid 2000	Per Annum Prices valid 2000	Per PC Prices valid from 2001-2003	Per Annum Price valid from 2001-2003	Per PC Prices valid from 2004-2005	Per Annum Price valid from 2004-2005
Minimum	8. PC SUPPORT								
600 PCs	PC Support (nodes - labor only)	\$230	\$138,000.00	\$241.50	\$144,900.00	\$253.56	\$152,145.00	\$253.56	\$152,145.00
	based on 2 people on-site								
	Troubleshoot to defective component								
	Replace defective component using cust. Parts								
	Troubleshoot software configurations								
	Troubleshoot network configurations								

		Per PC Prices valid 1999	Per Annum Prices valid 1999	Per PC Prices valid 2000	Per Annum Prices valid 2000	Per PC Prices valid from 2001-2003	Per Annum Prices valid from 2001-2003	Per PC Prices valid from 2004-2005	Per Annum Prices valid from 2004-2005
Minimum	9. PC UPGRADE SUPPORT								
600 PCs	PC upgrade support and *help desk (labor only)	\$34.50	\$20,700.00	\$36.80	\$21,735.00	\$38.04	\$22,821.75	\$38.04	\$22,821.75
	based on 2 people on-site								
	Install customer's accessory boards								
	Install configure software								
	Upgrade drivers								
	*Helpdesk support if 2500 PCs are under contract, to include:								
	*PC user application support								
	*1st level PC troubleshooting								
	*Track PC service calls								

		Each/annum Prices valid 1999	Each/annum Prices valid 2000	Each/annum Prices valid from 2001-2003	Each/annum Prices valid from 2004-2005
	10. FILE SERVER SUPPORT				
	File Server support (labor only)				
	1 to 7 servers	\$14,950.00	\$15,697.50	\$16,482.38	\$16,482.38
	8 to 12 servers	\$12,650.00	\$13,282.50	\$13,946.63	\$13,946.63
	Over 12 servers	\$10,350.00	\$10,867.50	\$11,410.88	\$11,410.88
	Services to include:				
	Break/Fix				
	System Upgrade				
	Software Upgrade				
	Network Configuration				

(Revised Under Amendment Number Two of Agreement)

AMENDMENT NUMBER THREE TO
COUNTY AGREEMENT NUMBER 72190

ATTACHMENT 4

Attachment B (Schedule of System Hardware,
System Software, Services and Other Third Party Software) to Exhibit A
(Statement of Work) - (Replacement by revised Attachment B
under Amendment Number Three of Agreement)

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

HARBOR-UCLA MEDICAL CENTER

I. SYSTEM HARDWARE (3)(8)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QUANTITY</u>	<u>TOTAL COST</u>
<u>AFFINITY (Item Nos. 1 - 41 and 54 - 62)</u>				
1	Data General AViiON 9500-16 128MB, CD ROM, VME Chassis	(1)	1	(1)
2	Universal Memory Mother Board (MMB) Option - Model #7038	(1)	1	(1)
3	D1400i Green Terminal - Model #G6693G-XA	(1)	4	(1)
4	525 MB 5.25" QIC Tape Add-in for AV9500 - Model #G6677-L	(1)	1	(1)
5	I/O Channel Controller for Universal Processor - Model #7434	(1)	1	(1)
6	2-SCSI Daughter Card SE/Diff SCSI Universal - Model #7435	(1)	4	(1)
7	Rackmount 16 slot VME Chassis with 8 slot Interface - Model #7438A	(1)	1	(1)
8	2nd VME Channel for 16 Slot Chassis - Model #7439	(1)	1	(1)
9	Dual Channel SCSI - 2 HBA - Model #7430L	(1)	5	(1)
10	VDA/255 Distributed Adapter - Model #7418-L	(1)	2	(1)
11	VME Ethernet LAN Controller - Model #7429-W	(1)	2	(1)
12	VME Termcontroller for UNIX - Model #7425-L	(1)	8	(1)
13	VCLi LAN Controller - Model #7429-L	(1)	2	(1)
14	Eight Port IEEE 802.3 Transceiver - Model #4619	(1)	3	(1)
15	Ethernet Concentrator - Model #4619	(1)	4	(1)
16	CLARiiON Rackmount Chassis, Wide SP, SPS - Model #79100R-E	(1)	3	(1)
17	CLARiiON 2 GB Disk - Model #79003-H	(1)	60	(1)
18	CLARiiON Phoenix Drive (2 GB)	(5)	10	(5)
19	AV CLARiiON Rackmount Tape Array - Model #7931R-E	(1)	2	(1)
20	CPU Cabinet - Model #G1126-G7	(1)	1	(1)
21	128 MB Memory Board - Model #R7305	(1)	1	(1)
22	128 MB Daughter Card for Universal MMBI	(1)	9	(1)
23	2-SCSI Daughter Card, SE/Diff SCSI Universal Processor - Model #7434	(1)	4	(1)
24	5 Meter Drop Cable, DB 15 to DB 15 - Model #15274 E005	(1)	12	(1)
25	20' Wide Differential SCSI Cable - Model #15418 E020	(1)	8	(1)

ATTACHMENT B

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HARBOR-UCLA MEDICAL CENTER

I. SYSTEM HARDWARE (3)(8)

ITEM NO.	DESCRIPTION	FIXED UNIT COST	TOTAL QUANTITY	TOTAL COST
26	10' Narrow Universal SCSI Cable - Model #15396 E010	(1)	1	(1)
27	Peripheral Cabinet 72" x 34" - Model #G111322-G7	(1)	2	(1)
28	CLARiiON SP, 32 MB Cache #79158, BBU bundle consists of (1) 7915W, (1) 79155, (1) 79152	(1)	3	(1)
29	4 MM DAT (DDS2) Tape Add-in for Tape Array - Model #G6885-Q	(1)	4	(1)
30	20' Universal SCSI Cable - Model #15396 E020	(1)	6	(1)
31	5 Meter Ethernet Drop Cable - Model #15274 E005	(1)	5	(1)
32	VME IEEE 802.3 Controller - Model #7405	(1)	3	(1)
33	Genicom Printer - Model #59417-C	(1)	3	(1)
34	9 Track BPI Reel Tape - Model G6588-A	(1)	1	(1)
35	Termanager Platform	(1)	1	(1)
36	Termserver 2100 RS 232	(1)	14	(1)
37	LANNET Let=36 HUB	(1)	1	(1)
38	LANNET 10 BaseT Module	(1)	3	(1)
39	LANNET B/U Power Supply	(1)	1	(1)
40	10BaseT UTP Micro	(1)	14	(1)
41	10BaseT/T + UTP Trans	(1)	6	(1)
<u>SIGMA (Item Nos. 42 - 53)</u>				
42	Tape Drive Reel	(1)	2	(1)
43	3480 Compatible Cartridge Tape Drive - Model #5583ST	(1)	1	(1)
44	Cartridge Tape Drive	(1)	1	(1)
45	IAC/8 for use with TCA/8 - Model #4369	(1)	6	(1)
46	CPU-MV/15000 MOD - Model #8962-A	(1)	2	(1)
47	Add-on Disk Drive - Model #E6581-A	(1)	2	(1)
48	Disk Drive - Model #6582	(1)	4	(1)
49	Disk Drive - Model #6631-A	(1)	2	(1)
50	Disk Drive - Model #E6582	(1)	2	(1)

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

HARBOR-UCLA MEDICAL CENTER

I. SYSTEM HARDWARE (3)(8)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QUANTITY</u>	<u>TOTAL COST</u>
51	Tape Drive - Model #6299	(1)	1	(1)
52	CPU-MV/15000 MOD 20 - Model #8962-A	(1)	1	(1)
53	<u>Gandalf Starmaster</u>	(1)	1 Lot	(1)
53a	Starmaster Upgrade/Expansion	(1)	1	(1)
53b	Data Switch	(1)	1	(1)
53c	Data Switch Gandalf Comm	(1)	1	(1)
53d	GCM-2091 Module	(1)	1	(1)
53e	IDM-409 Modem - Model #270121	(1)	1	(1)
53f	I/O Bus	(1)	1	(1)
53g	3 Slot Netserver Backplane	(1)	2	(1)
54	<u>Processor Chassis</u>	164,794.00	1 Lot	164,794.00
54a	AV3700R 500MHZ/2MB, QUAD, 128MB, CD (Part #70919-XE)	(2)	1	
54b	1GB ECC EDO DIMM (4X256MB, 50NS) (Part #7150)	(2)	3	
54c	REPLACE 128MB WITH 1GB ECC EDO DIMM (Part #R73111)	(2)	1	
54d	AV3700/R EMULEX LP6502-T1 FC ADAPTER (Part #7487-M)		2	
54e	REPLACE 10/100 LAN W/SELF-CONFIG 4CHN (Part #R73113)	(2)	1	
54f	73" DEEPRACK CABINET (Part #14002-G7)		1	
54g	AC MODULE, LOW VOLT, 5-15 NEMA (Part #14200-G7)		1	
54h	HOT PLUG N+1 POWER SUPPLY FOR AV3700R (Part #7655R-E)		1	
54i	9GB 10K RPM,LVD,SCA,LP DISK TYPE 7 (Part #61035-SJL)		1	
54j	2.5/5GB QIC TAPE FOR AV3700/R (Part #61017-SJL)		1	
54k	12GB SE 4MM TAPE ADD IN:AV3700/3700R (Part #61085-SJL)		1	
54l	ADAPTEC AHA3944 AUWD DIFF SCSI ADAPTR (Part #7469)		1	
54m	PCI TELNET CONTROLLER (Part #7449-B)		1	
54n	SVC PREM 7X24X4 HOUR - MEDIUM CPU'S (Part #B1CPU-MED1)		1	
54o	MONITOR/ KYB IN 3U DRAW (22U OFF FLR) (Part #5513U-AE)		1	

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

HARBOR-UCLA MEDICAL CENTER

I. SYSTEM HARDWARE (3)(8)

ITEM NO.	DESCRIPTION	FIXED UNIT COST	TOTAL QUANTITY	TOTAL COST
54p	SVC MANAGED 5X8XNBD PART XCH-LG DSPL (Part #B2DSP-LG8)		1	
	<u>Navisphere Management Station</u>			
54q	AV VS3100 PII400, 64MB, 4MB (Part #92775-A)		1	
54r	REPLACE 64MB SDRAM DIMM W/128MB (Part #R2552)		1	
54s	9.1GB LVD2 USCSI/USCSI2 7200RPM HDD (Part #26140)		2	
54t	40X ATAPI CD-ROM DRIVE (BEIGE) (Part #26145B)		1	
54u	PCI-SCSI 2940UW SINGLE ENDED ADAPTER (Part #24034)		1	
54v	56K FAXMODEM FOR DG/VIISION PCS (Part #26133)		1	
54w	SVC SHARED 5X8XNBD PART EXC-PC'S (Part #B1PC-4)		1	
54x	DG 17" SVGA MPRII COLOR MONITOR, GRAY (Part #26113)		1	
54y	SVC MANAGED 5X8XNBD PART XCH - SM DSPL (Part #B2DSP-SM8)		1	
55	<u>Disk</u>	220,444.00	1 Lot	220,444.00
55a	DPE READ CACHE, 1024MB, FC 5500 (Part # 79555)		1	
55b	DPE MIRRORED WRITE CACHE, 512MB, FC 5500 (Part #79559)		1	
55c	18GB FC 10K RPM DISK, FOR FC ARRAYS (Part #79020-HFL)		20	
55d	CL 5500 DPE, HA RACKMOUNT DG/UX (Part #79501R-E)	(2)	1	
55e	CLARIION 5000 10 BAY DAE, HA, RM (Part #79511R-E)	(2)	1	
55f	CLARIION 5000 DUAL STANDBY PS, RM (Part #79568R-E)		1	
55g	FC COPPER CABLE 3M, 9.84' DB9-DB9 (Part #15495E010)		4	
55h	SVC PREM 7X24X4 HR-DAE 10SLOT FIBR CL (Part #B7CLFDAE-1)		1	
55i	SVC PREM 7X24X4 HR-DPE 10SLOT FIBR CL (Part #B7CLFDPE-1)		1	
56	<u>Tape</u>	72,047.00	1 Lot	72,047.00
56a	CSS3 RM SCSI 5.25" CHASS WIDE DIF, 10HH (Part #G6840R-E)		2	
56b	35/70 GB DLT 7000 INT DRIVE FOR CSS3 (Part #5700TD-Q)		4	
56c	5 FT. .8MM SCSI TO 68 PIN HD W (Part #15459E005)		2	
56d	SVC PREM 7X24X4 HOUR - SMALL STORAGE (Part #B3STR-SM1)		2	

ATTACHMENT B

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I. SYSTEM HARDWARE (3)(8)

ITEM NO.	DESCRIPTION	FIXED UNIT COST	TOTAL QUANTITY	TOTAL COST
56e	DLT 20/40GB Media Cartridge (Part #5400DTC)		100	
56f	DLT Cleaning Cartridge (Part #5400CTC)		8	
57	<u>Communication</u>	655.00	1 Lot	655.00
57a	USRobotics 56K External Modem (Part #12669E-56)		2	
57b	10' DB25M to DB9F MODEM CABLE (Part #15437E010)		2	
57c	10BaseT UTP Cable - 15M (Part #40114C)		4	
58	<u>Intentionally Omitted</u>			
REPORT SERVER HARDWARE (Item Nos. 59 - 61)				
59	<u>Processor Chassis</u>	57,523.00	1 Lot	57,523.00
59a	AV3700R 500MHZ/1MB, DUAL, 128MB, CD (Part #70913-XE) (2)		1	
59b	REPLACE 128MB WITH 1GB ECC EDO DIMM (Part #R73111) (2)		1	
59c	AV3700/R EMULEX LP6502-T1 FC ADAPTER (Part #7487-M)		2	
59d	REPLACE 10/100 LAN W/SELF-CONFIG 4CHN (Part #R73113) (2)		1	
59e	73" DEEPRACK CABINET (Part #14002-G7)		1	
59f	AC MODULE, LOW VOLT, 5-15 NEMA (Part #14200-G7)		1	
59g	HOT PLUG N+1 POWER SUPPLY FOR AV3700R (Part #7655R-E)		1	
59h	9GB 10K RPM,LVD,SCA,LP DISK TYPE 7 (Part #61035-SJL)		1	
59i	2.5/5GB QIC TAPE FOR AV3700/R (Part #61017-SJL)		1	
59j	12GB SE 4MM TAPE ADD IN:AV3700/3700R (Part #61085-SJL)		1	
59k	ADAPTEC AHA3944 AUWD DIFF SCSI ADAPTR (Part #7469)		1	
59l	PCI TELNET CONTROLLER, SHORT CARD (Part #7449-B)		1	
59m	SVC PREM 7X24X4 HOUR - MEDIUM CPU'S (Part #B1CPU-MED1)		1	
59n	MONITOR/ KYB IN 3U DRAW (22U OFF FLR) (Part #5513U-AE)		1	
59o	SVC MANAGED 5X8XNBD PART XCH-LG DSPL (Part #B2DSP-LG8)		1	
60	<u>Disk</u>	157,460.00	1 lot	157,460.00
60a	DPE READ CACHE, 1024MB, FC 5500 (Part #79555)		1	
60b	DPE MIRRORED WRITE CACHE,512MB,FC5500 (Part #79559)		1	

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

HARBOR-UCLA MEDICAL CENTER

I. SYSTEM HARDWARE (3)(8)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QUANTITY</u>	<u>TOTAL COST</u>
60c	18GB FC 10K RPM DISK, FOR FC ARRAYS (Part #79020-HFL)		20	
60d	CL 5500 DPE, HA RACKMOUNT DG/UX (Part #79501R-E) (2)		1	
60e	CLARIION 5000 10 BAY DAE, HA, RM (Part #79511R-E) (2)		1	
60f	CLARIION 5000 DUAL STANDBY PS, RM (Part #79568R-E)		1	
60g	FC COPPER CABLE 3M, 9.84' DB9-DB9 (Part #15495E010)		4	
60h	SVC PREM 7X24X4 HR-DAE 10SLOT FIBR CL (Part #B7CLFDAE-1)		1	
60i	SVC PREM 7X24X4 HR-DPE 10SLOT FIBR CL (Part #B7CLFDPE-1)		1	
61	<u>Communication</u>	80.00	1 Lot	80.00
61a	10BaseT UTP Cable - 15M (Part #40114C)		4	
62	<u>Intentionally Omitted</u>			
63	Shipping and Insurance	(4)	1 Lot	(4)
64	Installation	(4)	1 Lot	(4)
EXISTING SYSTEM HARDWARE SUB-TOTAL				\$673,003.00
65	<u>Affinity Server and Report Server</u>			
65a	pSeries 650 Model 6M2 CEC (Part # 7038-6M2 0000)	\$138,909.00	2	\$277,818.00
65b	Authorized Assembler Billing Adjustment Indicator (Part # 7038-6M2 0005)		2	
65c	Light Mfg Order Indicator - Do Not Build (Part # 7038-6M2 0009)		2	
65d	4.7 GB SCSI-2 Auto-docking DVD-RAM Drive (Part # 7038-6M2 2629)		2	
65e	POWER GXT135P Graphics Accelerator (Part # 7038-6M2 2848)		2	
65f	128-Port Async Adapter (PCI) (Part # 7038-6M2 2944)		2	
65g	146.8 GB 10,000 RPM Ultra320 SCSI Disk Drive Assembly (Part # 7038-6M2 3275)		4	
65h	Backplane For Auto-Docking Media Drives (Part # 7038-6M2 4251)		2	
65i	Internal Cable, Integrated Controller To SCSI Backplane (Part # 7038-6M2 4255)		2	
65j	Internal Cable, Media Backplane Ultra SCSI Backplane(4-pack) (Part # 7038-6M2 4261)		2	
65k	4096MB (4x1024MB) SDRAM DIMM Memory (Part # 7038-6M2 4453)		4	
65l	Rack Indicator, Rack #1 (Part # 7038-6M2 4651)		2	

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

HARBOR-UCLA MEDICAL CENTER

I. SYSTEM HARDWARE (3)(8)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QUANTITY</u>	<u>TOTAL COST</u>
65m	Processor Card Backplane For 4-Way Configuration (Part # 7038-6M2 5120)		2	
65n	IBM 10/10/1000 Base-TX Ethernet PCI-X Adapter (Part # 7038-6M2 5701)		4	
65o	20/40 GB 4mm Internal Auto-docking Tape Drive (Part # 7038-6M2 6185)		2	
65p	2 Gigabit Fibre Channel PCI-X Adapter (Part # 7038-6M2 6239)		4	
65q	AC Power Supply, 1100 W (Part # 7038-6M2 6287)		4	
65r	RIO-2 Remote I/O Loop Adapter, Primary (Part # 7038-6M2 6415)		2	
65s	Ultra3 SCSI Backplane for Hot-swap Disks(4-pack) (Part # 7038-6M2 6578)		2	
65t	AAP Software Preinstall (RS) (Part # 7038-6M2 7305)		2	
65u	2-Way 1.45 GHz POWER4+ Processor Card, Express Config (Part # 7038-6M2 8051)		4	
65v	4096MB (4x1024MB) SDRAM DIMM Memory, Express Config (Part # 7038-6M2 8052)		4	
65w	Entitlement Feature For Express Configuration -- pSeries 650 (Part # 7038-6M2 8057)		2	
65x	Async Cont Cable/128-Port, 4.5Meter (Part # 7038-6M2 8131)		2	
65y	Enhanced Remote Async Node 16-P EIA-232 (Part # 7038-6M2 8137)		2	
65z	Power Specify for AC (Part # 7038-6M2 9172)		2	
65aa	Language Group: US English (Part # 7038-6M2 9300)		2	
65ab	CUoD Smart Card Indicator, ISU Only (Part # 7038-6M2 9580)		2	
65ac	RIO-2 Enablement Indicator (Part # 7038-6M2 9581)		2	
65ad	Power Cord Specify - US/Canada (Part # 7038-6M2 9800)		2	
65ae	POWER CORD SPECIFY 4M - ALL (Part # 7038-6M2 9911)		2	
65af	SIS Integration		2	
65ag	3 YEAR PREPAID HW/OS SERVICESUITE (Part # 7031-6M2-M)	\$ 33,577.00	2	\$67,154.00
66	<u>Storage Affinity and Storage Report</u>			
66a	FASTT600 STORAGE SERVER (Part # 1722-60U 0000)	\$102,941.00	2	\$205,882.00
66b	(24P8215) FASTT600 Turbo Feature (Part # 1722-60U 2000)		2	
66c	SHORT WAVE SFP GBIC (Part # 1722-60U 2210)		12	
66d	2GB FC, 73.4GB/15K DRIVE MOD. (Part # 1722-60U 5213)		16	

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

HARBOR-UCLA MEDICAL CENTER

I. SYSTEM HARDWARE (3)(8)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QUANTITY</u>	<u>TOTAL COST</u>
66e	5M LC-LC FIBRE OPTIC CABLE (Part # 1722-60U 5605)		8	
66f	(24P8219) FASiT600 Flash/VolumeCopy Activation (Part # 1722-60U 7354)		2	
66g	FASTT600 AIX HOST KIT (Part # 1722-60U 7711)		2	
66h	SAN JOSE ROUTING FEATURE (Part # 1722-60U 9202)		2	
66i	Factory Install FASiT Storage Manager (Part # 1722-60U 9641)		2	
66j	Hardware Integration		2	
66k	TOTALSTORAGE FASTT EXP700 (Part # 1740-1RU 0000)	\$50,577.00	2	\$101,154.00
66l	SHORT WAVE SFP (Part # 1740-1RU 2210)		6	
66m	73.4 GB/15K DISK MODULE (Part # 1740-1RU 5213)		28	
66n	5M LC/LC 50U FIBER OPTIC CABLE (Part # 1740-1RU 5605)		4	
66o	ATTACH TO FASTT900 (Part # 1740-1RU 9009)		2	
66p	SAN JOSE ROUTING FEATURE (Part # 1740-1RU 9202)		2	
66q	EPac 3yr onsite 24x7x4 (FASiT 600) (Part # 1722-60U-M-A)	\$6,356.00	2	\$12,712.00
67	CISCO STRG SWITCH MDS 9120 (Part # 2061-020 0000)	\$30,124.00	2	\$60,248.00
67a	FC PORT SW SFP TRANSCEIVER (Part # 2061-020 5230)		40	
67b	5 M LC/LC FIBER CABLE (Part # 2061-020 5605)		8	
67c	25 M LC/LC FIBER CABLE (Part # 2061-020 5625)		12	
67d	AC POWER CORD, NORTH AMERICA (Part # 2061-020 9241)		4	
67e	CISCO POST WAR 3YR 8X5 NBD HW (Part # 2061-020 7102)	\$3,510.00	2	\$7,020.00
68	<u>TSM Server</u>			
68a	x345, Intel Xeon 3.06GHz/533MHz, 512KB, 512MB, Ultra320 (Part # 867071X)	\$22,342.00	1	\$22,342.00
68b	3.06GHz/533Mhz, 512KB Upgrade with Intel Xeon Processor (Part # 02R1988)		1	
68c	1GB PC2100 CL2.5 ECC DDR SDRAM RDIMM (Part # 33L5039)		2	
68d	IBM 36.4GB 10K-rpm Ultra320 SCSI Hot-Swap SL HDD (Part # 32P0726)		2	
68e	IBM 146.8GB 10K-rpm Ultra320 SCSI Hot-Swap SL HDD (Part # 32P0728)		4	
68f	IBM Total Storage FASiT FC2-133 Host Bus Adapter (Part # 24P0960)		2	

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

HARBOR-UCLA MEDICAL CENTER

I. SYSTEM HARDWARE (3)(8)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QUANTITY</u>	<u>TOTAL COST</u>
68g	IBM ServeRAID-6i SCSI Controller (Part # 71P8595)		1	
68h	NetXtreme 1000 T Dual Port Ethernet Adapter (Part # 31P6401)		1	
68i	Remote Supervisor Adapter II (Part # 59P2984)		1	
68j	xSeries 514W Hot Swap Redundant Power Supply (Part # 74P4965)		1	
68k	Hardware Integration		1	
68l	EPac 3yr onsite 24x7x4 (x345) (Part # 21P2093)	\$936.00	1	\$936.00
69	ULTRIUM TAPE LIBRARY (Part # 3582-L23 0000)	\$25,248.00	1	\$25,248.00
69a	RMU/SPECIALIST (Part # 3582-L23 1660)		1	
69b	25m LC-LC Fibre cable (Part # 3582-L23 6025)		2	
69c	RACK MOUNT KIT (Part # 3582-L23 7003)		1	
69d	1 CLEANING CARTRIDGE (Part # 3582-L23 8002)		2	
69e	LTO ULTRIUM 2 FIBRE DRIVE (Part # 3582-L23 8105)		2	
69f	20-PACK ULTRIUM 2 DATA CART (Part # 3582-L23 8110)		3	
69g	ATTACHED TO WINDOWS SYSTEM (Part # 3582-L23 9212)		1	
69h	2.7M POWER CORD 125V US/CANADA (Part # 3582-L23 9800)		1	
69i	RACK POWER CORD - SINGLE (Part # 3582-L23 9860)		1	
69j	Ultrium 3 yr maintenance (Part # 3582-L23-M-U)	\$2,990.00	1	\$2,990.00
70	<u>Rack</u>			
70a	7014-T42 : Rack 1:IBM RS/6000 Rack Model T42 (Part # 7014-T42 0000)	\$9,581.00	1	\$9,581.00
70b	Rack Content Specify: 7038/6M2 - 8U (Part # 7014-T42 0195)		2	
70c	Rack Content: 7316-TF2 / 1EIA (Part # 7014-T42 0216)		1	
70d	Front door (Black) for 2.0M(High Perforation) racks. (Part # 7014-T42 6069)		1	
70e	Power Cord: Device/Dwr to Rack PDU (Part # 7014-T42 6095)		6	
70f	Side panel (black) for 1.8M or 2M racks (Part # 7014-T42 6098)		2	
70g	Power Distribution Unit - Side Mount, Single Phase, L6-30 Connector (Part # 7014-T42 7176)		2	
70h	Power Distribution Unit Specify - Side Mount, Single Phase, L6-30 Connector (Part # 7014-T42 9176)		1	

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

HARBOR-UCLA MEDICAL CENTER

I. SYSTEM HARDWARE (3)(8)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QUANTITY</u>	<u>TOTAL COST</u>
70i	Language Group: US English (Part # 7014-T42 9300)		1	
70j	Power Cord Specify - US/Canada (Part # 7014-T42 9800)		1	
70k	3 yr maintenance rack (Part # 7014-TF2-M-R)	\$1,004.00	1	\$1,004.00
71	FLAT PANEL COLOR MONITOR 3,000.00 (Part # 7316-TF2 0000)	\$4,338.00	1	\$4,338.00
71a	CPU TO VGA SW ATTACH. CBL 7FT (Part # 7316-TF2 4243)		3	
71b	SPACE SAVER 2 KEYBOARD, US ENG (Part # 7316-TF2 6050)		1	
71c	POWER CORD (4M) - ALL (Part # 7316-TF2 9911)		1	
71d	3 yr maintenance monitor (Part # 7316-TF2-M-M)	\$570.00	1	\$570.00
72	Cisco Switch (Part # 3750-24TS)	\$17,947.00	1	\$17,947.00
72a	Cybex Autoview 200 KVM Switch 8 Ports (Part # 128104)			
72b	IP Switch for KVM (Part # SVIP1010-AM)			
NEW SYSTEM HARDWARE SUB-TOTAL				\$816,944.00
SYSTEM HARDWARE MAXIMUM TOTAL				\$1,489,947.00

- 1 Acquired previously under County Agreement A51549 (HUMC and OVUMC).
- 2 This item is a "critical component" for purposes of Paragraph IX (Additional Remedies for Failure of System Hardware) of Exhibit B (Schedule of Payments).
- 3 All part numbers for Item Numbers 1 through 41 and 54 through 62 are Data General Corporation. All part numbers for Item Numbers 65 through 72 are IBM Corporation.
- 4 See Section IV (Services) for related costs.
- 5 Purchased under County P.O. #PT40046.
- 6 This item is no longer being used or maintained as part of the System.
- 7 Hardware maintenance is prepaid for first 3 years. Customer is responsible for renewing maintenance directly with hardware vendor after first year.
- 8 Item Numbers 1 through 41 and 54 through 62 will be replaced in their entirety by Item Numbers 65 through 72 upon County's written approval of Deliverable 25 (Successfully Complete System Reliability Test (Reliability Test) for New System Hardware) of Exhibit A (Statement of Work).

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

HARBOR-UCLA MEDICAL CENTER

II. SYSTEM SOFTWAREA. APPLICATION SOFTWARE

<u>ITEM NO.</u>	<u>APPLICATION SOFTWARE MODULE</u>		<u>FIXED ONE-TIME LICENSE FEE</u>	<u>FIXED INSTALL COST</u>
1. <u>EXISTING COUNTY APPLICATION SOFTWARE</u>				
1	Admitting/Discharge/Transfer/Registration/Med Records Index (ADTR/MRI)	(10)	(1)	(1)
2	Patient Accounting (PA)	(10)(11)	218,750.00 (8)	(1)
3	Patient Scheduling (PS)	(10)	(1)	(1)
4	Medical Records - Medical Records Abstracting (MRA) - Medical Records Control (MRC) - DRG/Case Mix (DRG)	(10)	(1)	(1)
5	Utilization Management (UM)		56,100.00	36,720.00
6	Quality Management (QM)		56,100.00	36,720.00
7	Order Entry/Results Reporting (OE/RR)	(10)	(1)	(1)
8	Department Management (DM)	(10)(12)	(1)	(1)
9	Clinical Documentation - Vital Signs & Intake/Output (VS & I/O) - Charting and Assessment (CHASS) - Activity Charting (AC)	(10)(13)	(1)	(1)
10	Plan of Care (POC)	(10)(13)	(1)	(1)
11	Acuity and Staffing Requirements (ASR)	(10)(13)	(1)	(1)
12	Medication Charting (MC)	(10)(15)	0	30,000.00
13	Chart View (CV) - unlimited users		250,000.00	100,000.00
14	Health Notes (HN)		96,600.00	40,000.00
15	Clinician Access (CA) - 1-10 concurrent users	(4)	60,000.00	25,000.00
16	General Ledger (GL)		99,200.00	45,000.00
17	Accounts Payable (AP)		68,000.00	45,000.00
18	Contract Management (CM)		80,000.00	50,000.00
19	Ambulatory Abstracting (AA)		15,000.00	4,000.00
20	Account Workflow (10 concurrent users) (AF)	(4)(5)	45,000.00	20,000.00
21	Multi-Campus/Multi-Facility (MC/MF)		(9)	(9)

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

HARBOR-UCLA MEDICAL CENTER

II. SYSTEM SOFTWARE

A. APPLICATION SOFTWARE

ITEM NO.	APPLICATION SOFTWARE MODULE	FIXED ONE-TIME LICENSE FEE	FIXED INSTALL COST
22	Archive Management	(1)	(1)
EXISTING COUNTY APPLICATION SOFTWARE MAXIMUM TOTAL		45,000.00	432,440.00
2. <u>ENABLING TOOLS</u>			
1	Affinity Report Writer	(1)	(1)
2	Affinity System Management (10)	(1)	(1)
3	Affinity Event Manager	(1)	(1)
4	Affinity HL7 & Library for STC Datagate	(1)	(1)
5	SQL Connect (SC) - 1-16 concurrent users (6)	49,000.00	20,000.00
6	GUI 32 - unlimited users	(7)	15,000.00
7	Report Server	75,000.00	15,000.00
8	X12 835 Health Care Claim Payment/Advice (EDI-835) (2) (8)	22,500.00	(1)
9	X12 270/271 Eligibility and Benefits (EDI-270/271) (3)	(17)	(17)
10	PM-Cost Profit Analyzer	(18)	(18)
ENABLING TOOLS MAXIMUM TOTAL		146,500.00	50,000.00

- (1) Acquired previously under County Agreement Number A51549 (HUMC and OVUMC).
- (2) Payor electronic remittances must be ANSI 835 version 4010.
- (3) Requires use of a third party "intermediary" (switch) to communicate with Payers for the X12 270/271 transaction set.
- (4) Requires NT Server: 200+ MHz Pentium PC, 128+ MB RAM, MS Win Nt 4.0 (or higher). Remotely Possible/32 (Version 3.2 or higher), Net Charts.
- (5) Requires Affinity Version 7.0.
- (6) Includes Third Party Software - Atlas Utilities.
- (7) Purchased under County Agreement Number A56649 (HDH, RLAMC and KDMC).
- (8) Fixed One Time License Fee waived if OVUMC and LAC+USCMC purchase license to Patient Accounting by December 31, 1999.
- (9) The prices for this Application Software module shall be made pursuant to Subparagraph 6.8 of the body

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

HARBOR-UCLA MEDICAL CENTER

II. SYSTEM SOFTWARE

A. APPLICATION SOFTWARE

ITEM NO.	APPLICATION SOFTWARE MODULE	FIXED ONE-TIME LICENSE FEE	FIXED INSTALL COST
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of this Agreement.

- (10) System Software subject to Response Time Warranty. An increase in capacity of System Hardware as listed above may result in a change in the item of System Software being subject to Response Time Warranty.
- (11) Includes module previously known as Case Management.
- (12) This module previously acquired and known as "Radiology" under County Agreement Number A51549 (HUMC and OVUMC).
- (13) This module previously acquired and known as "Nursing Management" under County Agreement Number A51549 (HUMC and OVUMC).
- (14) Fixed Install Cost paid for as other professional services out of Standard Pool Dollars.
- (15) Fixed One Time License Fee previously paid under County Agreement Number A51549 (HUMC and OVUMC).
- (16) Intentionally Omitted.
- (17) County acquired this item under County Purchase Order Number P42273, dated June 30, 2003, and County made payment for for this item under such County Purchase Order. Notwithstanding any other provision of this Agreement, this item shall constitute an Enabling Tool under this Agreement.
- (18) County acquired this item under County Purchase Order Number P42285, dated June 30, 2003, and County made payment for for this item under such County Purchase Order. Notwithstanding any other provision of this Agreement, this item shall constitute an Enabling Tool under this Agreement.

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

HARBOR-UCLA MEDICAL CENTER

II. SYSTEM SOFTWARE (5)(9)B. OPERATING SOFTWARE

ITEM NO.	DESCRIPTION	FIXED UNIT COST	TOTAL QUANTITY	TOTAL COST	FIXED INSTALL COST
1	DG/UX Operating System	(1)	1	(1)	(6) (1)
2	DG/UX SSS	(1)	1	(1)	(6) (1)
3	UX/RPM SSS	(1)	1	(1)	(6) (1)
4	RBCS 2.0	(1)	1	(1)	(6) (1)
5	InterSystems Open M License - 1024 jobs	(1)	1	(1)	(1)
6	Cache Enterprise: Platform Independent, Multi Server (512 concurrent users) (formerly known as InterSystems Enterprise Cache) (10)	230,400.00	1	230,400.00	(2)(3)(7) 2,500.00
7	Cache Enterprise: Platform Independent, Multi Server (1024 concurrent users) (formerly known as InterSystems Enterprise Cache) (10)	409,600.00	1	409,600.00	(3)(4)(7) 2,500.00
8	DG/UX R4.20	23,500.00	1 Lot	23,500.00	0
8a	DG/UX ENABLE KIT (N/C) (Part #7060-D)		1		
8b	DG/UX FOR INTEL L/M/D 4-USER (Part #P001AFA1CD)		1		
8c	DG/UX FOR INTEL UPGRADE TO UNLMTD USR (Part #P001ASA9FN)		1		
8d	DG/UX OP SYSTEM DESIGNATOR (N/C) (Part #DG/UX)		1		
9	UX/RPM PERFORMANCE MONITOR LMD LG SVR (Part #R058AZD1CD)	(8)	1	(8)	0
10	<u>Navisphere Management Station Operating Software</u>	(8)		(8)	0
10a	DG/VIISION - NT WKST 4/5 ENABLE (Part #29661)		1		
10b	VIISION WIN NT WKST OP SYSTEM DESIG (Part #WIN/NTWS)		1		
10c	NT WORKSTATION, ENGLISH PRELOAD LMD (Part #Q175AB21CD)		1		
10d	NAVISPHERE MANAGER FOR AVIION LMD (Part #Q257AB21CD)		1		
10e	NAVISPHERE MGR AGENT/CLI-DG/UX LMD (N/C) (Part #Q258AB21CD)		1		
11	<u>Intentionally Omitted</u>				
12	Software DG/UX for Report Server CPU	19,600.00	1 Lot	19,600.00	0
12a	DG/UX ENABLE KIT (N/C) (Part #7060-D)		1		
12b	DG/UX FOR INTEL L/M/D 4-USER (Part #P001AFA1CD)		1		

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

HARBOR-UCLA MEDICAL CENTER

II. SYSTEM SOFTWARE (5)(9)B. OPERATING SOFTWARE

ITEM NO.	DESCRIPTION	FIXED UNIT COST	TOTAL QUANTITY	TOTAL COST	FIXED INSTALL COST
12c	DG/UX FOR INTEL UPGRADE TO UNLMTD USR (Part #P001ASA9FN)		1		
12d	NAVISPHERE MGR AGENT/CLI-DG/UX LMD (N/C) (Part #Q258AB21CD)		1		
12e	NAVISPHERE SUPERVISOR LMD (Part #Q269AB21CD)		1		
12f	DG/UX OP SYSTEM DESIGNATOR (N/C) (Part #DG/UX)		1		
12g	UX/RPM PERFORMANCE MONITOR LMD LG SVR (Part #R058AZD1CD)		1		
13	<u>Intentionally Omitted</u>				
EXISTING OPERATING SOFTWARE SUB-TOTAL				683,100.00	5,000.00
14	AIX 5.1 SPO (Part # 5692-A5L 0000)	\$ 65.00	2	\$ 130.00	\$ -
14a	AIX 5L V5.2 BASE (Part # 5692-A5L 0947)		2		
14b	AIX 5L V5.2 EXPANSION PACK (Part # 5692-A5L 0949)		2		
14c	AIX 5L V5.2 UPDATE CD (Part # 5692-A5L 0965)		2		
14d	MEDIA (Part # 5692-A5L 0971)		2		
14e	MEDIA PROCESS CHARGE CD ROM (Part # 5692-A5L 1004)		2		
14f	ENGLISH (Part # 5692-A5L 2924)		2		
14g	MEDIA CD-ROM (Part # 5692-A5L 3410)		2		
14h	LOCAL IBM OFFICE EXPEDITE (Part # 5692-A5L 3445)		2		
14i	ENGLISH (Part # 5692-A5L 5924)		2		
14j	PREINSTALL (Part # 5692-A5L 7305)		2		
14k	ASSET REGISTRATION (Part # 5692-A5L 9001)		2		
14l	AIX 5L FOR POWER V5.2 (Part # 5765-E62 0000)	\$ -	2	\$ -	\$ -
14m	AIX 5L FOR POWER V5.2 (Part # 5765-E62 0001)		16		
14n	SW Custom QuickShip Indicator (Part # 5765-E62 3445)		2		
14o	PREINSTALL (Part # 5765-E62 7305)		2		
14p	Performance AIDE (Part # 5765-E68 0000)	\$ 827.00	2	\$ 1,654.00	\$ -
14q	Performance AIDE V3.1 Per Proc (Part # 5765-E68 0005)		8		

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

HARBOR-UCLA MEDICAL CENTER

II. SYSTEM SOFTWARE (5)(9)

B. OPERATING SOFTWARE

ITEM NO.	DESCRIPTION	FIXED UNIT COST	TOTAL QUANTITY	TOTAL COST	FIXED INSTALL COST
14r	C FOR AIX V6.0 (Part # 5765-F57 0000)	\$ 1,404.00	2	\$ 2,808.00	\$ -
14s	PER USER (Part # 5765-F57 0001)		2		
14t	LOCAL IBM OFFICE EXPEDITE (Part # 5765-F57 3445)		2		
14u	CD-ROM MEDIA (Part # 5765-F57 5809)		2		
14v	3 yr 7X24 Maintenance for AIX (Part # 5692-A5L-M-A)	\$ 13,688.00	2	\$ 27,376.00	
14w	System Software Install/Migration	\$ 20,000.00	2	\$ -	\$ 40,000.00
15	MS Windows 2000 Server, 5CAL (Part # C11-00016)	\$ 999.00	1	\$ 999.00	\$ -
15a	IBM Tivoli Storage Manager Extended Edition (for 10 CPU's) (Part #	\$ 5,824.00	1	\$ 5,824.00	\$ -
15b	IBM Tivoli Storage Manager Extended Edition Media (1) (Part # BJ08	\$ 33.00	1	\$ 33.00	\$ -
15c	IBM Tivoli Storage Manager Extended Edition Documentation (3 Cop	\$ 65.00	3	\$ 195.00	\$ -
15d	pcAnywhere v11.0 Host & Remote (Part # 10055294)	\$ 200.00	1	\$ 200.00	\$ -
15e	McAfee VirusScan Professional 7.0 (5 User) (Part # VSE70E005FA	\$ 300.00	1	\$ 300.00	\$ -
15f	System Software Install	\$ 9,300.00	1	\$ -	\$ 9,300.00
15g	3 yr 7X24 maintenance for TSM (Part # D51MFLL-M-TSM)	\$ 2,236.00	1	\$ 2,236.00	\$ -
NEW OPERATING SOFTWARE SUB-TOTAL				\$ 41,755.00	\$ 49,300.00
OPERATING SOFTWARE MAXIMUM TOTAL				\$ 724,855.00	\$ 54,300.00

- (1) Acquired previously under County Agreement Number A51549 (HUMC and OVUMC).
- (2) Requires trade-in of Item Number 5, Open M license - 1024 jobs.
- (3) Fixed Unit Cost valid thru December 31, 1999.
- (4) This item may be elected by COUNTY pursuant to Task 20 (Delivery of Additional Enterprise Cache Operating Software) of Exhibit A (Statement of Work).
- (5) All part numbers for Item Number 1 through 4 and 8 through 13 are Data General Corporation. All part numbers for Item Numbers 14 through 15 are IBM Corporation.
- (6) Data General Corporation operating software for AViiON 9500 System Hardware.
- (7) One concurrent user with Affinity Application Software equals one foreground process plus one background process.
- (8) Cost included in item 8.

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

HARBOR-UCLA MEDICAL CENTER

II. SYSTEM SOFTWARE (5)(9)B. OPERATING SOFTWARE

ITEM NO.	DESCRIPTION	FIXED UNIT COST	TOTAL QUANTITY	TOTAL COST	FIXED INSTALL COST
(9)	Item Numbers 1 through 4 and 8 through 13 will be replaced in their entirety by Item Numbers 14 through 15 upon County's written approval of Deliverable 25 of Exhibit A (Statement of Work).				
(10)	Cache Enterprise: Platform Independent, Multi Server Operating Software is licensed for an aggregate of 3,446 concurrent users for all County Facilities, HDH, RLAMC, KDMC and County-approved satellite clinics of these facilities.				

C. THIRD PARTY SOFTWARE

1	Fantasia (Includes 1 user copy forms designer) (4)	(1)	1	(1)	(1)
2	Softek Graftsman - 8 concurrent users UNIX - DOS	(1)	1	(1)	(1)
3	JetForms - Affinity JetForm Integration Agent	(3)	1	(3)	(3)
	- JetForm Central (print engine)	(3)	1	(3)	(3)
	- JetForm Central Pro (enhanced print engine)	18,000.00	1	18,000.00	0
4	Atlas Utilities (1 user copy)				
5	Adobe - Platform Transfer Fee and Media	N/A	2	N/A	1,000.00
6	Softek Graftsman - Platform Transfer Fee and Media	N/A	2	N/A	250.00
THIRD PARTY SOFTWARE MAXIMUM TOTAL				18,000.00	1,250.00

- (1) Acquired previously under County Agreement Number A51549 (HUMC and OVUMC).
- (2) Included in Fixed Unit Cost for Enabling Tools - SQL Connect.
- (3) County acquired and paid for this item under, and Contractor installed this item under, County Purchase Order Number S40534 (HUMC and OVUMC only), dated November 15, 2000. Notwithstanding any other provision of this Agreement, this item shall constitute Third Party Software under this Agreement.
- (4) This item is no longer being used as part of the System and is no longer maintained under this Agreement.

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

HARBOR-UCLA MEDICAL CENTER

III. INTERFACES/CONVERSIONS

A. INTERFACES (3)

ITEM NO.	DESCRIPTION	FIXED INSTALL COST
1	Affinity to Interface Engine (ADTR/MRI)	(1)
2	Affinity to Interface Engine (Order Entry/Results Reporting)	7,500.00
3	Interface Engine to Affinity (Patient Accounting)	7,500.00
4	Interface Engine to Affinity (Results Reporting)	7,500.00
5	Point-to-Point (Patient Accounting to HBOC - batch)	(1)
6	Point-to-Point (Acuity & Staffing Requirements to ANSOS)	(1)
7	Point-to-Point (Patient Accounting/MRI to ORSOS - batch)(3)	(1)
8	Point-to-Point (ADTR/MRI to Embosser)	(1)
9	Point-to-Point (ADTR/MRI to MIDAS)	(1)
10	Point-to-Point (ADTR/MRI to Sigma OC)	(1)
11	Point-to-Point (ADTR/MRI to Sigma Pharmacy)	(1)
12	Point-to-Point (OC/RR to Sigma OC/RR)	(1)
13	Point-to-Point (ADTR to Eltrax Swipe Cards)	15,000.00
14	Interface Engine to Affinity (Department Management - Transcription)	7,500.00
15	Message Segment - DFT	
INTERFACES MAXIMUM TOTAL		45,000.00

B. CONVERSIONS

1	None	(2)
CONVERSIONS MAXIMUM TOTAL		(2)

(1) Acquired previously under County Agreement Number A51549 (HUMC and OVUMC).

(2) Intentionally Omitted

(3) Other post-Production Use Interfaces may be requested by COUNTY pursuant to Paragraph 12 (Task 12 - Provide Post-Production Use Custom Programming Modifications, Post-Production Use Interfaces and Post-Production Use Automated Conversions) of Exhibit A (Statement of Work).

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

HARBOR-UCLA MEDICAL CENTER

IV. SERVICES

ITEM NO.	DESCRIPTION		FIXED UNIT COST	MAXIMUM COST
1	Operations Personnel Training	(1)		15,520.00
2	Migration of Application Software and Data	(2)	15,000.00	15,000.00
3	Out-of-Pocket Expenses	(3)	N/A	96,500.00
4	<u>Report Server Installation Item No. 60</u>	(4)	6,343.00	
4a	2nd HW Install for Medium AV Server (Part #13INST2-MED)			0
4b	Fibre for AV Implementation SVC-Base (Part #W244AZG7AN)			
5	Affinity Server Installation Items 55,57, and 58	(4)	17,157.00	17,157.00
6	CLARiiON Disk Installation Items 56 and 61	(4)	3,000.00	3,000.00
7	Shipping and Insurance	(5)	9,000.00	<u>9,000.00</u>
SERVICES MAXIMUM TOTAL				156,177.00

- (1) See Subtask 3.3 (Provide Operations Personnel Training) and Attachment E (Operations Personnel Training) of Exhibit A (Statement of Work).
- (2) See Subtask 5.2 (Migrate System Software and Data) of Exhibit A (Statement of Work).
- (3) See Section VI (Out-of-Pocket Expense Payments) of Exhibit B (Schedule of Payments).
- (4) See Section I (System Hardware) Item No. 65.
- (5) See Section I (System Hardware) Item No. 64.

V. OTHER THIRD PARTY SOFTWARE

ITEM NO.	DESCRIPTION	FIXED UNIT COST	TOTAL QUANTITY	TOTAL COST	FIXED INSTALL COST
1	Word - 50 concurrent users	(1)	1	<u>(1)</u>	<u>(1)</u>
OTHER THIRD PARTY SOFTWARE MAXIMUM TOTAL				0	0

- (1) Acquired previously under County Agreement Number A51549 (HUMC and OVUMC).

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

OLIVE VIEW-UCLA MEDICAL CENTER

I. SYSTEM HARDWARE(3)(5)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QUANTITY</u>	<u>TOTAL COST</u>
<u>AFFINITY (Item Nos. 1 - 38 and 48 - 56)</u>				
1	Data General AViiON 9500-16 128MB, CD ROM, VME Chassis	(1)	1	(1)
2	Universal Memory Mother Board (MMB) Option - Model #7038	(1)	1	(1)
3	D1400i Green Terminal - Model #G6693G-XA	(1)	4	(1)
4	525 MB 5.25" QIC Tape Add-in for AV9500 - Model #G6677-L	(1)	1	(1)
5	I/O Channel Controller for Universal Processor - Model #7434	(1)	1	(1)
6	2-SCSI Daughter Card SE/Diff SCSI Universal - Model #7435	(1)	4	(1)
7	Rackmount 16 slot VME Chassis with 8 slot Interface - Model #7438A	(1)	1	(1)
8	2nd VME Channel for 16 Slot Chassis - Model #7439	(1)	1	(1)
9	Dual Channel SCSI - 2 HBA - Model #7430L	(1)	2	(1)
10	VDA/255 Distributed Adapter - Model #7418-L	(1)	2	(1)
11	VME Ethernet LAN Controller - Model #7429-W	(1)	2	(1)
12	VME Termcontroller for UNIX - Model #7425-L	(1)	8	(1)
13	VCLi LAN Controller - Model #7429-L	(1)	2	(1)
14	Eight Port IEEE802.3 Tranceiver (#4619)	(1)	2	(1)
15	CLARiiON Rackmount Chassis, Wide SP, SPS - Model #79100R-E	(1)	3	(1)
16	CLARiiON 2 GB Disk - Model #79003-H	(1)	60	(1)
17	CLARiiON SP 32MB Cache (#79158)	(1)	3	(1)
18	AV CLARiiON Rackmount Tape Array - Model #7931R-E	(1)	2	(1)
19	4MM DAT tape ADDIN (G6885-Q)	(1)	4	(1)
20	Tape Drive (G6588-TA)	(1)	1	(1)
21	Dist. Cluster (#7419)	(1)	2	(1)
22	Genicom Printers	(1)	4	(1)
23	Termservers 2100 RS232	(1)	26	(1)
24	LANNET LET-36 Hub (#40505)	(1)	1	(1)
25	LANNET LET 10 Base T Module (#40501)	(1)	3	(1)
26	LANNET Backup Power Supply	(1)	1	(1)
27	AV6240-20 (G70398)	(1)	1	(1)

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

OLIVE VIEW-UCLA MEDICAL CENTER

I. SYSTEM HARDWARE(3)(5)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QUANTITY</u>	<u>TOTAL COST</u>
28	5.0 High Avail. Disk Subsystem (#7902-WG7)	(1)	1	(1)
29	5.0 GB High Avail. Disk Addon (#7902-A)	(1)	3	(1)
30	SCSI Disk & Tape Controller (#7421-W)	(1)	1	(1)
31	Suppl. Power Supply (#6709)	(1)	1	(1)
32	2GB 8MM Tape Drive Add-on (#G6758-AE)	(1)	1	(1)
33	2GB 8MM Tape Drive in CSS2 Chassis (#G6590-G)	(1)	3	(1)
34	150 MB QIC Tape Drive Add-on (#G6577-G)	(1)	1	(1)
35	VLC VME Bus Ethernet LAN Controler (#7405)	(1)	1	(1)
36	H.A.D.A. Expansion Chassis (#7609)	(1)	1	(1)
37	VME Terminal Controller (#7425-W)	(1)	6	(1)
38	4 Port Transceiver (#40225)	(1)	8	(1)
<u>SIGMA (Item Nos. 39 - 47)</u>				
39	CPU-MV/15000 MOD - Model (#8962-A)	(1)	2	(1)
40	Disk Drive (#6631-A)	(1)	2	(1)
41	Disk Drive (#6582)	(1)	2	(1)
42	Tape Drive (#6299)	(1)	2	(1)
43	Add-on Disk Drive - Model #E6581-A	(1)	2	(1)
44	Cartridge Tape Drive (#3480)	(1)	1	(1)
45	IAC/8 for use with TCA/8 (#4369)	(1)	3	(1)
46	10 Base T UIP Micro (#40064)	(1)	20	(1)
47	<u>Gandalf Starmaster</u>	(1)	1 Lot	(1)
47a	Gandalf Switch	(1)	1	(1)
47b	Remote Upgrades	(1)	1	(1)
47c	Data Switch and Upgrades	(1)	1	(1)
47d	Data Switch Remote	(1)	1	(1)
47e	SMUX 16 Channel RM Dual	(1)	2	(1)
47f	GCM-2091 16-Channel Subscriber Mod (#4165A1)	(1)	2	(1)
47g	LDM-409 9600 BPS Synchronous Modem (#2701Z1)	(1)	2	(1)

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

OLIVE VIEW-UCLA MEDICAL CENTER

I. SYSTEM HARDWARE(3)(5)

ITEM NO.	DESCRIPTION	FIXED UNIT COST	TOTAL QUANTITY	TOTAL COST
48	<u>Processor Chassis</u>	\$164,794.00	1 Lot	\$164,794.00
48a	AV3700R 500MHZ/2MB, QUAD, 128MB, CD (Part # 70919-XE) (2)		1	
48b	1GB ECC EDO DIMM (4X256MB, 50NS) (Part # 7150) (2)		3	
48c	REPLACE 128MB WITH 1GB ECC EDO DIMM (Part #R73111) (2)		1	
48d	AV3700/R EMULEX LP6502-T1 FC ADAPTER (Part # 7487-M)		2	
48e	REPLACE 10/100 LAN W/SELF-CONFIG 4CHN (Part # R73113) (2)		1	
48f	73" DEEPRACK CABINET (Part # 14002-G7)		1	
48g	AC MODULE, LOW VOLT, 5-15 NEMA (Part # 14200-G7)		1	
48h	HOT PLUG N+1 POWER SUPPLY FOR AV3700R (Part # 7655R-E)		1	
48i	9GB 10K RPM,LVD,SCA,LP DISK TYPE 7 (Part # 61035-SJL)		1	
48j	2.5/5GB QIC TAPE FOR AV3700/R (Part # 61017-SJL)		1	
48k	12GB SE 4MM TAPE ADD IN:AV3700/3700R (Part # 61085-SJL)		1	
48l	ADAPTEC AHA3944 AUWD DIFF SCSI ADAPTR (Part # 7469)		1	
48m	PCI TELNET CONTROLLER (Part # 7449-B)		1	
48n	SVC PREM 7X24X4 HOUR - MEDIUM CPU'S (Part # BICPU-MED1)		1	
48o	MONITOR/ KYB IN 3U DRAW (22U OFF FLR) (Part # 5513U-AE)		1	
48p	SVC MANAGED 5X8XNBD PART XCH-LG DSPL (Part # B2DSP-LG8)		1	
	<u>Navisphere Management Station</u>			
48q	AV VS3100 PII400, 64MB, 4MB (Part # 92775-A)		1	
48r	REPLACE 64MB SDRAM DIMM W/128MB (Part # R2552)		1	
48s	9.1GB LVD2 USCSI/USCSI2 7200RPM HDD (Part #26140)		2	
48t	40X ATAPI CD-ROM DRIVE (BEIGE) (Part #26145B)		1	
48u	PCI-SCSI 2940UW SINGLE ENDED ADAPTER (Part # 24034)		1	
48v	56K FAXMODEM FOR DG/VISION PCS (Part # 26133)		1	
48w	SVC SHARED 5X8XNBD PART EXC-PC'S (Part # B1PC-4)		1	
48x	DG 17" SVGA MPRII COLOR MONITOR, GRAY (Part # 26113)		1	
48y	SVC MANAGED 5X8XNBD PART XCH - SM DSPL (Part # B2DSP-SM8)		1	

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

OLIVE VIEW-UCLA MEDICAL CENTER

I. SYSTEM HARDWARE(3)(5)

ITEM NO.	DESCRIPTION	FIXED UNIT COST	TOTAL QUANTITY	TOTAL COST
49	<u>Disk</u>	\$220,444.00	1 Lot	\$220,444.00
49a	DPE READ CACHE, 1024MB, FC 5500 (Part # 79555)		1	
49b	DPE MIRRORED WRITE CACHE, 512MB, FC5500 (Part # 79559)		1	
49c	18GB FC 10K RPM DISK, FOR FC ARRAYS (Part # 79020-HFL)		20	
49d	CL 5500 DPE, HA RACKMOUNT DG/UX (Part # 79501R-E) (2)		1	
49e	CLARIION 5000 10 BAY DAE, HA, RM (Part # 79511R-E) (2)		1	
49f	CLARIION 5000 DUAL STANDBY PS, RM (Part # 79568R-E)		1	
49g	FC COPPER CABLE 3M, 9.84' DB9-DB9 (Part # 15495E010)		4	
49h	SVC PREM 7X24X4 HR-DAE 10SLOT FIBR CL (Part # B7CLFDAE-1)		1	
49i	SVC PREM 7X24X4 HR-DPE 10SLOT FIBR CL (Part # B7CLFDPE-1)		1	
50	<u>Tape</u>	\$72,047.00	1 Lot	\$72,047.00
50a	CSS3 RM SCSI 5.25"CHASS WIDE DIF, 10HH (Part # G6840R-E)		2	
50b	35/70 GB DLT 7000 INT DRIVE FOR CSS3 (Part # 5700TD-Q)		4	
50c	5 FT. .8MM SCSI TO 68 PIN HD W (Part # 15459E005)		2	
50d	SVC PREM 7X24X4 HOUR - SMALL STORAGE (Part # B3STR-SM1)		2	
50e	DLT 20/40GB Media Cartridge (Part # 5400DTC)		100	
50f	DLT Cleaning Cartridge (Part # 5400CTC)		8	
51	<u>Communication</u>	\$655.00	1 Lot	\$655.00
51a	USRobotics 56K External Modem (Part # 12669E-56)		2	
51b	10' DB25M to DB9F MODEM CABLE (Part # 15437E010)		2	
51c	10BaseT UTP Cable - 15M (Part # 40114C)		4	
52	<u>Intentionally Omitted</u>			
REPORT SERVER HARDWARE (Item Nos. 53 - 56)				
53	<u>Processor Chassis</u>	\$57,523.00	1 Lot	\$57,523.00
53a	AV3700R 500MHZ/1MB, DUAL, 128MB, CD (Part # 70913-XE) (2)		1	
53b	REPLACE 128MB WITH 1GB ECC EDO DIMM (Part # R73111) (2)		1	
53c	AV3700/R EMULEX LP6502-T1 FC ADAPTER (Part # 7487-M)		2	
53d	REPLACE 10/100 LAN W/SELF-CONFIG 4CHN (Part # R73113) (2)		1	

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

OLIVE VIEW-UCLA MEDICAL CENTER

I. SYSTEM HARDWARE(3)(5)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QUANTITY</u>	<u>TOTAL COST</u>
53e	73" DEEPRACK CABINET (Part # 14002-G7)		1	
53f	AC MODULE, LOW VOLT, 5-15 NEMA (Part # 14200-G7)		1	
53g	HOT PLUG N+1 POWER SUPPLY FOR AV3700R (Part # 7655R-E)		1	
53h	9GB 10K RPM,LVD,SCA,LP DISK TYPE 7 (Part # 61035-SJL)		1	
53i	2.5/5GB QIC TAPE FOR AV3700/R (Part # 61017-SJL)		1	
53j	12GB SE 4MM TAPE ADD IN:AV3700/3700R (Part # 61085-SJL)		1	
53k	ADAPTEC AHA3944 AUWD DIFF SCSI ADAPTR (Part # 7469)		1	
53l	PCI TELNET CONTROLLER, SHORT CARD (Part # 7449-B)		1	
53m	SVC PREM 7X24X4 HOUR - MEDIUM CPU'S (Part BICPU-MED1)		1	
53n	MONITOR/ KYB IN 3U DRAW (22U OFF FLR) (Part # 5513U-AE)		1	
53o	SVC MANAGED 5X8XNBD PART XCH-LG DSPL (Part # B2DSP-LG8)		1	
54	<u>Disk</u>	\$157,460.00	1 Lot	\$157,460.00
54a	DPE READ CACHE, 1024MB, FC 5500 (Part # 79555)		1	
54b	DPE MIRRORED WRITE CACHE,512MB,FC5500 (Part # 79559)		1	
54c	18GB FC 10K RPM DISK, FOR FC ARRAYS (Part # 79020-HFL)		20	
54d	CL 5500 DPE, HA RACKMOUNT DG/UX (Part # 79501R-E)	(2)	1	
54e	CLARIION 5000 10 BAY DAE, HA, RM (Part # 79511R-E)	(2)	1	
54f	CLARIION 5000 DUAL STANDBY PS, RM (Part # 79568R-E)		1	
54g	FC COPPER CABLE 3M, 9.84' DB9-DB9 (Part # 15495E010)		4	
54h	SVC PREM 7X24X4 HR-DAE 10SLOT FIBR CL (Part # B7CLFDAE-1)		1	
54i	SVC PREM 7X24X4 HR-DPE 10SLOT FIBR CL (Part # B7CLFDPE-1)		1	
55	<u>Communication</u>	\$80.00	1 Lot	\$80.00
55a	10BaseT UTP Cable - 15M (Part # 40114C)		4	
56	<u>Intentionally Omitted</u>			
57	Shipping and Insurance	(4)	1 Lot	(4)
58	Installation	(4)	1 Lot	(4)
EXISTING SYSTEM HARDWARE SUB-TOTAL				\$673,003.00
59	<u>Affinity Server and Report Server</u>			

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

OLIVE VIEW-UCLA MEDICAL CENTER

I. SYSTEM HARDWARE(3)(5)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QUANTITY</u>	<u>TOTAL COST</u>
59a	pSeries 650 Model 6M2 CEC (Part # 7038-6M2 0000)	\$138,909.00	2	\$277,818.00
59b	Authorized Assembler Billing Adjustment Indicator (Part # 7038-6M2 0005)		2	
59c	Light Mfg Order Indicator - Do Not Build (Part # 7038-6M2 0009)		2	
59d	4.7 GB SCSI-2 Auto-docking DVD-RAM Drive (Part # 7038-6M2 2629)		2	
59e	POWER GXT135P Graphics Accelerator (Part # 7038-6M2 2848)		2	
59f	128-Port Async Adapter (PCI) (Part # 7038-6M2 2944)		2	
59g	146.8 GB 10,000 RPM Ultra320 SCSI Disk Drive Assembly (Part # 7038-6M2 3275)		4	
59h	Backplane For Auto-Docking Media Drives (Part # 7038-6M2 4251)		2	
59i	Internal Cable, Integrated Controller To SCSI Backplane (Part # 7038-6M2 4255)		2	
59j	Internal Cable, Media Backplane To Ultra SCSI Backplane(4-pack) (Part # 7038-6M2 4261)		2	
59k	4096MB (4x1024MB) SDRAM DIMM Memory (Part # 7038-6M2 4453)		4	
59l	Rack Indicator, Rack #1 (Part # 7038-6M2 4651)		2	
59m	Processor Card Backplane For 4-Way Configuration (Part # 7038-6M2 5120)		2	
59n	IBM 10/10/1000 Base-TX Ethernet PCI-X Adapter (Part # 7038-6M2 5701)		4	
59o	20/40 GB 4mm Internal Auto-docking Tape Drive (Part # 7038-6M2 6185)		2	
59p	2 Gigabit Fibre Channel PCI-X Adapter (Part # 7038-6M2 6239)		4	
59q	AC Power Supply, 1100 W (Part # 7038-6M2 6287)		4	
59r	RIO-2 Remote I/O Loop Adapter, Primary (Part # 7038-6M2 6415)		2	
59s	Ultra3 SCSI Backplane for Hot-swap Disks(4-pack) (Part # 7038-6M2 6578)		2	
59t	AAP Software Preinstall (RS) (Part # 7038-6M2 7305)		2	
59u	2-Way 1.45 GHz POWER4+ Processor Card, Express Config (Part # 7038-6M2 8051)		4	
59v	4096MB (4x1024MB) SDRAM DIMM Memory,Express Config (Part # 7038-6M2 8052)		4	
59w	Entitlement Feature For Express Configuration -- pSeries 650 (Part # 7038-6M2 8057)		2	
59x	Async Cont Cable/128-Port, 4.5Meter (Part # 7038-6M2 8131)		2	
59y	Enhanced Remote Async Node 16-P EIA-232 (Part # 7038-6M2 8137)		2	
59z	Power Specify for AC (Part # 7038-6M2 9172)		2	
59aa	Language Group: US English (Part # 7038-6M2 9300)		2	

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

OLIVE VIEW-UCLA MEDICAL CENTER

I. SYSTEM HARDWARE(3)(5)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QUANTITY</u>	<u>TOTAL COST</u>
59ab	CUoD Smart Card Indicator,ISU Only (Part # 7038-6M2 9580)		2	
59ac	RIO-2 Enablement Indicator (Part # 7038-6M2 9581)		2	
59ad	Power Cord Specify - US/Canada (Part # 7038-6M2 9800)		2	
59ae	POWER CORD SPECIFY 4M - ALL (Part # 7038-6M2 9911)		2	
59af	SIS Integration		2	
59ag	3 YEAR PREPAID HW/OS SERVICESUITE (Part # 7036-6M2-M-A)	\$ 33,577.00	2	\$67,154.00
60	<u>Storage Affinity and Storage Report</u>			
60a	FASTT600 STORAGE SERVER (Part # 1722-60U 0000)	\$102,941.00	2	\$205,882.00
60b	(24P8215) FASTT600 Turbo Feature (Part # 1722-60U 2000)		2	
60c	SHORT WAVE SFP GBIC (Part # 1722-60U 2210)		12	
60d	2GB FC,73.4GB/15K DRIVE MOD. (Part # 1722-60U 5213)		16	
60e	5M LC-LC FIBRE OPTIC CABLE (Part # 1722-60U 5605)		8	
60f	(24P8219) FASTT600 Flash/VolumeCopy Activation (Part # 1722-60U 7354)		2	
60g	FASTT600 AIX HOST KIT (Part # 1722-60U 7711)		2	
60h	SAN JOSE ROUTING FEATURE (Part # 1722-60U 9202)		2	
60i	Factory Install FASiT Storage Manager (Part # 1722-60U 9641)		2	
60j	Hardware Integration (Part #)		2	
60k	EPac 3yr onsite 24x7 (FASiT 600) (Part # 1722-60U-M-A)	\$4,874.00	2	\$9,748.00
61	CISCO STRG SWITCH MDS 9120 (Part # 2061-020 0000)	\$30,124.00	2	\$60,248.00
61a	FC PORT SW SFP TRANSCEIVER (Part # 2061-020 5230)		40	
61b	5 M LC/LC FIBER CABLE (Part # 2061-020 5605)		16	
61c	25 M LC/LC FIBER CABLE (Part # 2061-020 5625)		24	
61d	AC POWER CORD, NORTH AMERICA (Part # 2061-020 9241)		4	
61e	CISCO POST WAR 3YR 8X5 NBD HW (Part # 2061-020 7102)	\$3,510.00	2	\$7,020.00
62	<u>TSM Server</u>			
62a	x345, Intel Xeon 3.06GHz/533MHz, 512KB, 512MB Ultra320 (Part # 867071X)	\$22,342.00	1	\$22,342.00
62b	3.06GHz/533Mhz, 512KB Upgrade with Intel Xeon Processor (Part # 02R1988)		1	
62c	1GB PC2100 CL2.5 ECC DDR SDRAM RDIMM (Part # 33L5039)		2	

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

OLIVE VIEW-UCLA MEDICAL CENTER

I. SYSTEM HARDWARE(3)(5)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QUANTITY</u>	<u>TOTAL COST</u>
62d	IBM 36.4GB 10K-rpm Ultra320 SCSI Hot-Swap SL HDD (Part # 32P0726)		2	
62e	IBM 146.8GB 10K-rpm Ultra320 SCSI Hot-Swap SL HDD (Part # 32P0728)		4	
62f	IBM Total Storage FASiT FC2-133 Host Bus Adapter (Part # 24P0960)		2	
62g	IBM ServeRAID-6i SCSI Controller (Part # 71P8595)		1	
62h	NetXtreme 1000 T Dual Port Ethernet Adapter (Part # 31P6401)		1	
62i	Remote Supervisor Adapter II (Part # 59P2984)		1	
62j	xSeries 514W Hot Swap Redundant Power Supply (Part # 74P4965)		1	
62k	Hardware Integration (Part #)	\$936.00	1	\$936.00
62l	EPac 3yr onsite 24x7(x345) (Part # 21P2093)	\$45,248.00	1	\$45,248.00
63	ULTRIUM TAPE LIBRARY (Part # 3582-L23 0000)		1	
63a	RMU/SPECIALIST (Part # 3582-L23 1660)		1	
63b	25m LC-LC Fibre cable (Part # 3582-L23 6025)		2	
63c	RACK MOUNT KIT (Part # 3582-L23 7003)		1	
63d	1 CLEANING CARTRIDGE (Part # 3582-L23 8002)		2	
63e	LTO ULTRIUM 2 FIBRE DRIVE (Part # 3582-L23 8105)		2	
63f	20-PACK ULTRIUM 2 DATA CART (Part # 3582-L23 8110)		3	
63g	ATTACHED TO WINDOWS SYSTEM (Part # 3582-L23 9212)		1	
63h	2.7M POWER CORD 125V US/CANADA (Part # 3582-L23 9800)		1	
63i	RACK POWER CORD - SINGLE (Part # 3582-L23 9860)		1	
63j	Ultrium 3 yr maintenance (Part # 3582-L23-U)	\$2,990.00	1	\$2,990.00
64	<u>Rack</u>			
64a	7014-T42 : Rack 1:IBM RS/6000 Rack Model T42 (Part # 7014-T42 0000)	\$9,581.00	1	\$9,581.00
64b	Rack Content Specify: 7038/6M2 - 8U (Part # 7014-T42 0195)		2	
64c	Rack Content: 7316-TF2 / 1EIA (Part # 7014-T42 0216)		1	
64d	Front door (Black) for 2.0M(High Perforation) racks. (Part # 7014-T42 6069)		1	
64e	Power Cord: Device/Dwr to Rack PDU (Part # 7014-T42 6095)		6	
64f	Side panel (black) for 1.8M or 2M racks (Part # 7014-T42 6098)		2	

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

OLIVE VIEW-UCLA MEDICAL CENTER

I. SYSTEM HARDWARE(3)(5)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QUANTITY</u>	<u>TOTAL COST</u>
64g	Power Distribution Unit - Side Mount, Single Phase, L6-30 Connector (Part # 7014-T42 7176)		2	
64h	Power Distribution Unit Specify - Side Mount, Single Phase, L6-30 Connector (Part # 7014-T42 9176)		1	
64i	Language Group: US English (Part # 7014-T42 9300)		1	
64j	Power Cord Specify - US/Canada (Part # 7014-T42 9800)		1	
64k	3 yr maintenance rack (Part # 7014-TF2-M-R)	\$1,004.00	1	\$1,004.00
65	FLAT PANEL COLOR MONITOR (Part # 7316-TF2 0000)	\$4,338.00	1	\$4,338.00
65a	CPU TO VGA SW ATTACH. CBL 7FT (Part # 7316-TF2 4243)		3	
65b	SPACE SAVER 2 KEYBOARD, US ENG (Part # 7316-TF2 6050)		1	
65c	POWER CORD (4M) - ALL (Part # 7316-TF2 9911)		1	
65d	3 yr maintenance monitor (Part # 7316-TF2-M-M)	\$570.00	1	\$570.00
66	Cisco Switch (Part # 3750-24TS)	\$17,947.00	1	\$17,947.00
66a	Cybex Autoview 200 KVM Switch 8 Ports (Part # 128104)		1	
66b	IP Switch for KVM (Part # SVIP1010-AM)		1	
NEW SYSTEM HARDWARE SUB-TOTAL				\$732,826.00
SYSTEM HARDWARE MAXIMUM TOTAL				\$1,405,829.00

- (1) Acquired previously under County Agreement A51549 (HUMC and OVUMC).
- (2) This item is a "critical component" for purposes of Paragraph IX (Additional Remedies for Failure of System Hardware) of Exhibit B (Schedule of Payments).
- (3) All part numbers for Item Numbers 1 through 38 and 48 through 56 are Data General Corporation. All part numbers for Item Numbers 59 through 66 are IBM Corporation.
- (4) See Section IV (Services) for related costs.
- (5) Item Numbers 1 through 38 and 48 through 56 will be replaced in their entirety by Item Numbers 59 through 66 upon County's written approval of Deliverable 25 (Successfully Complete System Reliability Test (Reliability Test) for New System Hardware) of Exhibit A

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

OLIVE VIEW-UCLA MEDICAL CENTER

II. SYSTEM SOFTWARE

A. APPLICATION SOFTWARE

1. EXISTING COUNTY APPLICATION SOFTWARE

ITEM NO.	APPLICATION SOFTWARE MODULE		FIXED ONE-TIME LICENSE FEE	FIXED INSTALL COST
1	Admitting/Discharge/Transfer/Registration/Med Records Index (ADTR/MRI)	(10)	(1)	(1)
2	Case Management (CM)	(10)	(1)	(1)
3	Patient Accounting (PA)	(10)(11)	\$218,750.00 (8)	(14)
4	Patient Scheduling (PS)	(10)	(1)	(1)
5	Medical Records	(10)	(1)	(1)
	- Medical Records Abstracting (MRA)			
	- Medical Records Control (MRC)			
	- DRG/Case Mix (DRG)			
6	Utilization Management (UM)	(10)	(1)	(1)
7	Quality Management (QM)		\$56,100.00	\$36,720.00
8	Order Entry/Results Reporting (OE/RR)	(10)	(1)	(1)
9	Department Management (DM)	(10)(12)	(1)	(1)
10	Clinical Documentation	(10)(13)	(1)	(1)
	- Vital Signs & Intake/Output (VS & I/O)			
	- Charting and Assessment (CHASS)			
	- Activity Charting (AC)			
11	Plan of Care (POC)	(10)(13)	(1)	(1)
12	Acuity and Staffing Requirements (ASR)	(10)(13)	(1)	(1)
13	Medication Charting (MC)	(10)(15)	\$0.00	\$30,000.00
14	Chart View (CV) - Unlimited Users		\$250,000.00	\$100,000.00
15	Health Notes (HN)		\$96,600.00	\$40,000.00
16	Clinician Access (CA) - 1-10 concurrent users	(4)	\$60,000.00	\$25,000.00
17	General Ledger (GL)		\$99,200.00	\$45,000.00
18	Accounts Payable (AP)		\$68,000.00	\$45,000.00
19	Contract Management (CM)		\$80,000.00	\$50,000.00
20	Ambulatory Abstracting (AA)		\$15,000.00	\$4,000.00

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

OLIVE VIEW-UCLA MEDICAL CENTER

II. SYSTEM SOFTWARE

A. APPLICATION SOFTWARE

1. EXISTING COUNTY APPLICATION SOFTWARE

ITEM NO.	APPLICATION SOFTWARE MODULE		FIXED ONE-TIME LICENSE FEE	FIXED INSTALL COST
21	Account Workflow (10 concurrent users) (AF)	(4)(5)	\$45,000.00	\$20,000.00
22	Multi-Campus/Multi-Facility (MC/MF)		(9)	(9)
EXISTING COUNTY APPLICATION SOFTWARE MAXIMUM TOTAL			\$988,650.00	\$395,720.00

II. SYSTEM SOFTWARE

A. APPLICATION SOFTWARE

2. ENABLING TOOLS

1	Affinity Report Writer		(1)	(1)
2	Affinity System Management	(10)	(1)	(1)
3	Affinity Event Manager		(1)	(1)
4	Affinity HL & Library for STC Datagate		(1)	(1)
5	SQL Connect (SC) - 1-16 concurrent users	(6)	\$49,000.00	\$20,000.00
6	GUI/32 - unlimited users		(7)	\$15,000.00
7	Report Server		\$75,000.00	\$15,000.00
8	X12 835 Health Care Claim Payment/Advice (EDI-835)	(2)	\$22,500.00	\$4,000.00
9	X12 270/271 Eligibility and Benefits (EDI-270/271)	(3)	(17)	(17)
10	PM-Cost Profit Analyzer		(18)	(18)
ENABLING TOOLS MAXIMUM TOTAL			\$146,500.00	\$54,000.00

- (1) Acquired previously under County Agreement Number A51549 (HUMC and OVUMC).
- (2) Payor electronic remittances must be ANSI 835 version 4010.
- (3) Requires use of a third party "intermediary" (switch) to communicate with Payers for the X12 270/271 transaction set.
- (4) Requires NT Server: 200+ Mhz Pentium PC, 128+ MB RAM, MS Win Nt 4.0 (or higher). Remotely Possible/32 (Version 3.2 or higher), Net Charts.
- (5) Requires Affinity Version 7.0.
- (6) Includes Third Party Software - Atlas Utilities.
- (7) Purchased under County Agreement Number A56649 (HDH, RLAMC and KDMC).

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

OLIVE VIEW-UCLA MEDICAL CENTER

II. SYSTEM SOFTWARE

A. APPLICATION SOFTWARE

1. EXISTING COUNTY APPLICATION SOFTWARE

ITEM NO.	<u>APPLICATION SOFTWARE MODULE</u>	<u>FIXED ONE-TIME LICENSE FEE</u>	<u>FIXED INSTALL COST</u>
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(8) Fixed One Time License Fee valid only if elected by both OVUMC and LAC+USCMC by December 31, 1999.

(9) The prices for this Application Software module shall be made pursuant to Subparagraph 6.8 of the body of this Agreement.

(10) System Software subject to Response Time Warranty. An increase in capacity of System Hardware as listed above may result in a change in the item of System Software being subject to Response Time Warranty.

(11) Includes module previously known as Case Management.

(12) This module previously acquired and known as "Radiology" under County Agreement Number 51549 (HUMC and OVUMC).

(13) This module previously acquired and known as "Nursing Management" under County Agreement Number 51549 (HUMC and OVUMC).

(14) Fixed Install Cost paid for as other professional services out of Standard Pool Dollars.

(15) Fixed One Time License Fee previously paid under County Agreement Number A51549 (HUMC and OVUMC).

(16) Intentionally Omitted.

(17) County acquired this item under County Purchase Order Number P42273, dated June 30, 2003, and County made payment for this item under such County Purchase Order. Notwithstanding any other provision of this Agreement, this item shall constitute an Enabling Tool under this Agreement.

(18) County acquired this item under County Purchase Order Number P42285, dated June 30, 2003, and County made payment for this item under County Purchase Order. Notwithstanding any other provision of this Agreement, this item shall constitute an Enabling Tool under this Agreement.

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

OLIVE VIEW-UCLA MEDICAL CENTER

II. SYSTEM SOFTWARE (5)(10)

B. OPERATING SOFTWARE

ITEM NO.	DESCRIPTION (5)	FIXED UNIT COST	TOTAL QUANTITY	TOTAL COST	FIXED INSTALL COST
1	DG/UX 10 User License/Software (6)	(1)	2	(1)	(1)
2	DG/UX Unlimited User License Upgrade (6)	(1)	2	(1)	(1)
3	UX/RPM License, Media, Documentation (6)	(1)	2	(1)	(1)
4	RBCS 2.0 for AV20000 (6)	(1)	2	(1)	(1)
5	InterSystems Open M License - 1024 jobs	(1)	1	(1)	(1)
6	Cache' Enterprise: Platform Independent, Multi Server (512 concurrent users) (formerly known as InterSystems Enterprise Cache) (9) (2)(3)(7)	\$230,400.00	1	\$230,400.00	\$2,500.00
7	Cache' Enterprise: Platform Independent, Multi Server (increase Item No. 6 to 1024 concurrent users) (formerly known as InterSystems Enterprise Cache) (9) (3)(4)(7)	\$409,600.00	1	\$409,600.00	\$2,500.00
8	DG/UX R4.20	\$23,500.00	1 Lot	\$23,500.00	\$0.00
8a	DG/UX ENABLE KIT (N/C) (Part # 7060-D)		1		
8b	DG/UX FOR INTEL L/M/D 4-USER (Part # P001AFA1CD)		1		
8c	DG/UX FOR INTEL UPGRADE TO UNLMTD USR (Part # P001ASA9FN)		1		
8d	DG/UX OP SYSTEM DESIGNATOR (N/C) (Part # DG/UX)		1		
9	UX/RPM PERFORMANCE MONITOR LMD LG SVR (Part # R058AZD1CD)	(8)	1 (8)		\$0.00
10	<u>Navisphere Management Station Operating Software</u>	(8)	(8)		\$0.00
10a	DG/VIISION - NT WKST 4/5 ENABLE (Part # 2966I)		1		
10b	VIISION WIN NT WKST OP SYSTEM DESIG (Part # WIN/NTWS)		1		
10c	NT WORKSTATION, ENGLISH PRELOAD LMD (Part # Q175AB21CD)		1		
10d	NAVISPHERE MANAGER FOR AVIION LMD (Part # Q257AB21CD)		1		
10e	NAVISPHERE MGR AGENT/CLI-DG/UX LMD (N/C) (Part # Q258AB21CD)		1		
11	(Item 11 replaced with items 10d and 10e)				
12	Software DG/UX for Report Server CPU	\$19,600.00	1 Lot	\$19,600.00	\$0.00
12a	DG/UX ENABLE KIT (N/C) (Part # 7060-D)		1		

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

OLIVE VIEW-UCLA MEDICAL CENTER

II. SYSTEM SOFTWARE (5)(10)

B. OPERATING SOFTWARE

ITEM NO.	DESCRIPTION (5)	FIXED UNIT COST	TOTAL QUANTITY	TOTAL COST	FIXED INSTALL COST
12b	DG/UX FOR INTEL L/M/D 4-USER (Part # P001AFA1CD)		1		
12c	DG/UX FOR INTEL UPGRADE TO UNLMTD USR (Part # P001ASA9FN)		1		
12d	NAVISPHERE MGR AGENT/CLI-DG/UX LMD (N/C) (Part # Q258AB21CD)		1		
12e	NAVISPHERE SUPERVISOR LMD (Part # Q269AB21CD)		1		
12f	DG/UX OP SYSTEM DESIGNATOR (N/C) (Part # DG/UX)		1		
12g	UX/RPM PERFORMANCE MONITOR LMD LG SVR (Part # R058AZD1CD)		1		
13	<u>Intentionally Omitted</u>				
EXHISTING OPERATING SOFTWARE SUB-TOTAL				\$683,100.00	\$5,000.00
14	AIX 5.1 SPO (Part # 5692-A5L 0000)	\$65.00	2	\$130.00	\$0.00
14a	AIX 5L V5.2 BASE (Part # 5692-A5L 0947)		2		
14b	AIX 5L V5.2 EXPANSION PACK (Part # 5692-A5L 0949)		2		
14c	AIX 5L V5.2 UPDATE CD (Part # 5692-A5L 0965)		2		
14d	MEDIA (Part # 5692-A5L 0971)		2		
14e	MEDIA PROCESS CHARGE CD ROM (Part # 5692-A5L 1004)		2		
14f	ENGLISH (Part # 5692-A5L 2924)		2		
14g	MEDIA CD-ROM (Part # 5692-A5L 3410)		2		
14h	LOCAL IBM OFFICE EXPEDITE (Part # 5692-A5L 3445)		2		
14i	ENGLISH (Part # 5692-A5L 5924)		2		
14j	PREINSTALL (Part # 5692-A5L 7305)		2		
14k	ASSET REGISTRATION (Part # 5692-A5L 9001)		2		
14l	AIX 5L FOR POWER V5.2 (Part # 5765-E62 0000)	\$0.00	2	\$0.00	\$0.00
14m	AIX 5L FOR POWER V5.2 (Part # 5765-E62 0001)		16		
14n	SW Custom QuickShip Indicator (Part # 5765-E62 3445)		2		
14o	PREINSTALL (Part # 5765-E62 7305)		2		
14p	Performance AIDE (Part # 5765-E68 0000)	\$827.00	2	\$1,654.00	\$0.00
14q	Performance AIDE V3.1 Per Proc (Part # 5765-E68 0005)		8		

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

OLIVE VIEW-UCLA MEDICAL CENTER

II. SYSTEM SOFTWARE (5)(10)

B. OPERATING SOFTWARE

<u>ITEM NO.</u>	<u>DESCRIPTION (5)</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QUANTITY</u>	<u>TOTAL COST</u>	<u>FIXED INSTALL COST</u>
14r	C FOR AIX V6.0 (Part # 5765-F57 0000)	\$1,404.00	2	\$2,808.00	\$0.00
14s	PER USER (Part # 5765-F57 0001)		2		
14t	LOCAL IBM OFFICE EXPEDITE (Part # 5765-F57 3445)		2		
14u	CD-ROM MEDIA (Part # 5765-F57 5809)		2		
14v	3 yr 7X24 Maintenance for AIX (Part # 5692-A5L-M-A)	\$13,688.00	2	\$27,376.00	\$0.00
14w	System Software Install/Migration	\$20,000.00	2	\$0.00	\$40,000.00
15	MS Windows 2000 Server, 5CAL (Part # C11-00016)	\$999.00	1	\$999.00	\$0.00
15a	IBM Tivoli Storage Manager Extended Edition (for 10 CPU's) (Part # D51MFL)	\$5,824.00	1	\$5,824.00	\$0.00
15b	IBM Tivoli Storage Manager Extended Edition Media (1) (Part # BJ08BML)	\$33.00	1	\$33.00	\$0.00
15c	IBM Tivoli Storage Manager Extended Edition Documentation (3 Copies) (Part # BJ08DIE)	\$65.00	3	\$195.00	\$0.00
15d	pcAnywhere v11.0 Host & Remote (Part # 10055294)	\$200.00	1	\$200.00	\$0.00
15e	McAfee VirusScan Professional 7.0 (5 User) (Part # VSE70E005FAA)	\$300.00	1	\$300.00	\$0.00
15f	System Software Install	\$9,300.00	1	\$0.00	\$9,300.00
15g	3 yr 7X24 maintenance for TSM (Part # D51MFL-M-TSM)	\$2,236.00	1	\$2,236.00	\$0.00
NEW OPERATING SOFTWARE SUB-TOTAL				\$1,407,955.00	\$59,300.00
OPERATING SOFTWARE MAXIMUM TOTAL				\$2,091,055.00	\$64,300.00

- (1) Acquired previously under County Agreement Number A51549 (HUMC and OVUMC).
- (2) Requires trade-in of Item No. 5, Open M license - 1024 jobs.
- (3) Fixed Unit Cost valid thru December 31, 1999.
- (4) This item may be elected by COUNTY pursuant to Task 20 (Delivery of Additional Enterprise Cache Operating Software) of Exhibit A (Statement of Work).
- (5) All part numbers for Item Number 1 through 4 and 8 through 13 are Data General. All part numbers for Item Numbers 14 through 15 are IBM Corporation.
- (6) Data General Corporation operating software for AViiON 9500 System Hardware.
- (7) One concurrent user with Affinity Application Software equals one foreground process plus one background process.
- (8) Cost included in item 8

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

OLIVE VIEW-UCLA MEDICAL CENTER

II. SYSTEM SOFTWARE (5)(10)

B. OPERATING SOFTWARE

ITEM NO.	DESCRIPTION (5)	FIXED UNIT COST	TOTAL QUANTITY	TOTAL COST	FIXED INSTALL COST
(9)	Cache' Enterprise: Platform Independent, Multi Server InterSystems Enterprise Cache Operating Software is licensed for an aggregate number of 3,446 concurrent users for all County Facilities, HDH, RLAMC, KDMC and County-approved satellite clinics of these facilities.				
(10)	Item Numbers 1 through 4 and 8 through 13 will be replaced in their entirety by Item Numbers 14 through 15 upon County's approval of Deliverable 25 (Successfully Complete System Reliability Test (Reliability Test) For New System Hardware) of Exhibit A (Statement of Work).				

II. SYSTEM SOFTWARE

C. THIRD PARTY SOFTWARE

1	Fantasia (Includes 1 user copy forms designer)(4)	(1)	1	(1)	(1)
2	Softek Graftsman - 8 concurrent users UNIX - DOS	(1)	1	(1)	(1)
3	JetForms - Affinity JetForm Integration Agent - JetForm Designer - JetForm Central (print engine) - JetForm Central Pro (enhanced print engine)	(3) (3) (3)	1 3 1	(3) (3) (3)	(3) (3) (3)
		\$18,000.00	1	\$18,000.00	\$0.00
4	Atlas Utilities (1 user copy)	(2)	1	(2)	(2)
THIRD PARTY SOFTWARE MAXIMUM TOTAL				\$18,000.00	\$0.00

- (1) Acquired previously under County Agreement Number A51549 (HUMC and OVUMC).
- (2) Included in Fixed Unit Cost for Enabling Tools - SQL Connect.
- (3) County acquired and paid for this item under, Contractor installed this item under, County Purchase Order Number S40534 (HUMC and OVUMC only), dated November 15, 2000. Notwithstanding any other provision of this Agreement, this item shall constitute Third Party Software under this Agreement.
- (4) This item is no longer being used as part of the System and is no longer maintained under this Agreement.

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

OLIVE VIEW-UCLA MEDICAL CENTER

A. INTERFACES (3)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED INSTALL COST</u>
1	Affinity to Interface Engine (ADTR/MRI)	(1)
2	Affinity to Interface Engine (Order Entry/Results Reporting)	\$7,500.00
3	Interface Engine to Affinity (Patient Accounting)	\$7,500.00
4	Interface Engine to Affinity (Results Reporting)	\$7,500.00
5	Point-to-Point (Patient Accounting to HBOC - batch)	(1)
6	Point-to-Point (Acuity & Staffing Requirements to ANSOS)	\$7,500.00
7	Point-to-Point (ADTR/MRI to Embosser)	(1)
8	Point-to-Point (ADTR/MRI to Sigma OC) (4)	(1)
9	Point-to-Point (ADTR/MRI to Sigma Pharmacy)	(1)
10	Point-to-Point (OC/RR to Sigma OC/RR) (4)	(1)
11	Point-to-Point (ADTR to Eltrax Swipe Cards)	\$15,000.00
12	Interface Engine to Affinity (Department Management - Transcription)	<u>\$7,500.00</u>
INTERFACES MAXIMUM TOTAL		\$52,500.00

B. CONVERSIONS

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>TOTAL COST</u>
1	HBOC Balance Forward to Patient Accounting	<u>(2)</u>
CONVERSIONS MAXIMUM TOTAL		(2)

- (1) Acquired previously under County Agreement Number A51549 (HUMC and OVUMC).
- (2) Total Cost shall be set forth in County approved System Design Report pursuant to Subparagraph 7.2 (Subtask 7.2 - Prepare and Provide System Design Reports for Pre-Production Use Automated Data Conversions) of Exhibit A (Statement of Work).
- (3) Other post-Production Use Interfaces may be requested by COUNTY pursuant to Paragraph 12 (Task 12 - Provide Post-Production Use Custom Programming Modifications Post-Production Use Interfaces and Post-Production Use Automated Conversions) of Exhibit A (Statement of Work).
- (4) This item is no longer being used as part of the System and is no longer maintained under this Agreement.

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

OLIVE VIEW-UCLA MEDICAL CENTER

IV. SERVICES

<u>ITEM NO.</u>	<u>DESCRIPTION</u>		<u>FIXED UNIT COST</u>
1	Operations Personnel Training	(1)	
2	Migration of Application Software and Data	(2)	\$15,000.00
3	Out-of-Pocket Expenses	(3)	N/A
4	Report Server Installation, Item No. 53	(4)	\$6,343.00
4a	2ND HW INSTALL FOR MEDIUM AV SERVER (Part # 13INST2-MED)		
4b	FIBRE FOR AV IMPLEMENTATION SVC-BASE (Part # W244AZG7AN)		
5	Affinity Server Installation, Items No. 48, 50 and 51	(4)	\$17,157.00
6	CLARiiON Disk Installation, Items No. 49 and 54	(4)	\$3,000.00
7	Shipping and Insurance	(5)	\$9,000.00

SERVICES MAXIMUM TOTAL

- (1) See Subtask 3.3 (Provide Operations Personnel Training) and Attachment E (Operations Personnel Training) of Exhibit A (Statement of Work).
- (2) See Subtask 5.2 (Migrate System Software and Data) of Exhibit A (Statement of Work).
- (3) See Section VI (Out-of-Pocket Expense Payments) of Exhibit B (Schedule of Payments).
- (4) See Section I (System Hardware) Item Number 58.
- (5) See Section I (System Hardware) Item Number 57.

V. OTHER THIRD PARTY SOFTWARE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QUANTITY</u>	<u>TOTAL COST</u>	<u>FIXED INSTALL COST</u>
1	Word Perfect for UNIX - 50 concurrent users	(1)	1	(1)	(1)
OTHER THIRD PARTY SOFTWARE MAXIMUM TOTAL				\$0.00	\$0.00

- (1) Acquired previously under County Agreement Number A51549 (HUMC and OVUMC).

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

LAC+USC MEDICAL CENTER

I. SYSTEM HARDWARE ⁽⁵⁾⁽⁷⁾

ITEM NO.	DESCRIPTION	FIXED UNIT COST	TOTAL QTY	TOTAL COST
	<u>AFFINITY</u> (Items 1-57)			
1	Central Processing Unit (CPU) – AViiON AV9500+Quad (4) (Model #G70653D-F)	(1)	2	(1)
2	Cabinet CPU – 72”h x 34”w for CPU and peripherals (Model #G11221-G7)	(1)	2	(1)
3	Memory Upgrade – 128MB Daughter Card (Model #7039)	(1)	4	(1)
4	Console Terminal/Display Monitor (Model #G6945G)	(1)	2	(1)
5	Keyboard style 101 (Model #G6001A-A)	(1)	2	(1)
6	Tape Drive add-on (Model #G-6677-L)	(1)	2	(1)
7	SCSI Daughter Card option (Model #7435)	(1)	4	(1)
8	Processor Board add-on Quad 50MHZ 8810 with 1MB secondary cache (Model #7050S)	(1)	6	(1)
9	Memory Mother Board for AViiON (Model #7038)	(1)	2	(1)
10	Memory Upgrade – 128MB Daughter Card (Model #7039)	(1)	14	(1)
11	Channel Controller – I/O – for universal processor (Model #7434)	(1)	2	(1)
12	Chassis Rackmount VME – 16 slot with 8 slot interface (Model #7438-E)	(1)	2	(1)
13	Second VME Channel for AV9500 rackmount VME chassis (Model #7439)	(1)	2	(1)
14	Terminal Controller – VME for universal mount processors (Model #7425-L)	(1)	16	(1)
15	Lan Controller – Ethernet –VLCi (Model #7429-L)	(1)	4	(1)
16	Stackable Hub – FMS-II 12 port (Model #40835)	(1)	6	(1)
17	ISOLAN TP Transceiver – 3COM (Model #40399)	(1)	30	(1)
18	Cable – 15 meter 10baseT UTP (Model #40114C)	(1)	24	(1)

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

LAC+USC MEDICAL CENTER

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QTY</u>	<u>TOTAL COST</u>
19	Cable – 50 meter – 10baseT UTP (Model #40114D)	(1)	6	(1)
20	Disk Array – without disk drives rackmount (Model #79201RE)	(1)	2	(1)
21	Replace 8MB mirrored CACHE in CL2000 package with 64MB mirrored CACHE (Model #R7341)	(1)	2	(1)
22	Hot Repair Disk Module (Model #79012-H)	(1)	30	(1)
23	Cable- 20' wide differential SCSI (Model #15418E020)	(1)	18	(1)
24	CSS3 with 4mm DAT Tape Drive (Model #G6887R-AE)	(1)	2	(1)
25	Tape Drive Add-in for Tape Array – 4mm DAT (DDS2) (Model #G6885-Q)	(1)	14	(1)
26	Supplemental Power Supply – CSS3 (Model #6879)	(1)	2	(1)
27	SCSI Cable – 10' narrow – 50 pin (Model #15396E020)	(1)	2	(1)
28	Call Director – Dataprobe CD-4-4 port (Model #10957)	(1)	4	(1)
29	Personal computer – Dasher II-P166 pentium 16MB 1.44MB 3.5 floppy (Model #92541-A)	(1)	1	(1)
30	DRAM Upgrade – video – 1MB (Model #22048)	(1)	1	(1)
31	RAM Upgrade – replace 16MB with 32MB (Model #R2508)	(1)	1	(1)
32	Monitor 17" color multisync – non-interlaced 1280 x 1024 resolution (Model #26024)	(1)	1	(1)
33	Ethernet controller – 3COM3C595-TX-10/100BaseT PCI (Model #24025)	(1)	1	(1)
34	SCSI Hard Drive – 2GB – without controller (Model #26042)	(1)	1	(1)
35	SCSI Controller – Adaptee AHA-2940 (Model #24015)	(1)	1	(1)
36	CD-ROM quad speed (Model #26052)	(1)	1	(1)

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND OTHER THIRD PARTY SOFTWARE

LAC+USC MEDICAL CENTER

ITEM NO.	DESCRIPTION	FIXED UNIT COST	TOTAL QTY	TOTAL COST
37	Delete MS-DOS/MSW Load at factory (Model #2943)	(1)	1	(1)
38	Tape Drive B 8mm (Model #6758-AE)	(1)	1	(1)
39	Tape Drive B 9 track	(1)	1	(1)
40	Line Printer B 800LPM (Model #6618-P)	(1)	1	(1)
41	CLARiiON Rackmount Chassis (Part #79100R-E)	(1)	4	(1)
42	CLARiiON SP, 32MB Cache (Part #79158)	(1)	4	(1)
43	CLARiiON 2GB Disk Module (Part #79011-H)	(1)	23	(1)
44	Dual Channel SCSI-2 HBA (Part #7430-L)	(1)	4	(1)
45	TermServer 2000 RS232 (Part #G4817)	(1)	63	(1)
46	TermManager (Part #40168-A)	(1)	2	(1)
47a	I/O Channel Controller (Part #7434)	(1)	1	(1)
47b	3-COM 24 Port Network Switch (Part #40403)	(6)	1	(6)
48	<u>Processor Chassis</u>	\$559,842.00 ⁽³⁾	1 Lot	\$559,842.00 ⁽³⁾
48a	AV25000, 2 BLOCK, 1GB MEM, 2 CD, LAN (Part # 70813-E) ⁽²⁾		1	
48b	512MB MEMORY ADD-ON FOR AV20000 (Part # 7109) ⁽²⁾		6	
48c	2ND MEM BOARD OPTION-AV25 (SYS PURCH) (Part # R73116) ⁽²⁾		2	
48d	8 PORT BROCADE FC SWITCH W/ 8 GBIC (Part # 79587-E) ⁽²⁾		2	
48e	20/40GB INTERNAL 8MM TAPE - LARGE AV (Part # 5900-SJK)		1	
48f	12GB SE 4MM TAPE ADD-IN: AV25000 (Part # 61085-SJK)		1	
48g	PCI TELNET CONTROLLER, SHORT CARD (Part # 7449-B)		2	
48h	PCI QLOGIC WIDE DIFF SCSI ADAPTER (Part # 7468)		2	

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
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LAC+USC MEDICAL CENTER

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QTY</u>	<u>TOTAL COST</u>
48i	PCI EMULEX LIGHTPULSE FC ADAPTER (Part # 7487)		4	
48j	PCI 4 CHANNEL 10/100 ETHERNET ADAPTER (Part # 7516)		2	
48k	73" DEEPRACK CABINET (Part # 14002-G7)		2	
48l	AC MODULE, LOW VOLT, 5-15 NEMA (Part # 14200-G7)		2	
48m	SCI BOARD, ENHANCED CACHE - AV25000 (Part # 7152)		2	
48n	PIII XEON QUAD CPU AV25 500MHZ/2MB (Part # 7181)		2	
48o	REPLACE AV TRIM W/NUMA PRODUCT TRIM (Part # R14000B)		2	
48p	SVC PREM 7X24X4 HOUR - NUMA SM CPU (Part # BICP-NSM1)			
	<u>Navisphere Management Station</u>			
48q	M3W MANAGEMENT CONSOLE PC - PII350SC+ (Part # 92753-A)		2	
48r	SVC SHARED 5X8XNBD PART EXC-PC'S (Part # B1PC-4)		2	
49	<u>Disk</u>	\$199,012 ⁽³⁾	1 Lot	\$199,012.00 ⁽³⁾
49a	DPE READ CACHE, 1024MB, FC 5500 (Part # 79555)		1	
49b	DPE MIRRORED WRITE CACHE, 512MB, FC 5500 (Part # 79559)		1	
49c	18GB FC 10K RPM DISK, FOR FC ARRAYS (Part # 79020-HFL)		25	
49d	CL 5500 DPE, HA RACKMOUNT DG/UX (Part # 79501R-E)		1	
49e	CLARiiON 5000 10 BAY DAE, HA, RM (Part # 79511R-E)		2	
49f	CLARiiON 5000 DUAL STANDBY PS, RM (Part # 79568R-E)		1	

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
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LAC+USC MEDICAL CENTER

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QTY</u>	<u>TOTAL COST</u>
49g	FC COPPER CABLE 3M, 9.84' DB9-DB9 (Part # 15495E010)		2	
49h	FC COPPER CABLE 5M, 16', HSSDC-DB9 (Part # 15499E010)		6	
49i	SVC PREM 7X24X4 HR-DAE 10SLOT FIBR CL (Part # B7CLFDAE-1)		2	
49j	SVC PREM 7X24X4 HR-DPE 10SLOT FIBR CL (Part #B7CLFDPE-1)		1	
50	<u>Tape</u>	\$55,342.00 ⁽³⁾	1 Lot	\$55,342.00 ⁽³⁾
50a	CSS3 RM SCSI 5.25"CHASS WIDE DIF,10HH (Part # G6840R-E)		2	
50b	35/70 GB DLT 7000 INT DRIVE FOR CSS3 (Part # 5700TD-Q)		4	
50c	SCSI CABLE,68P HD -68P HD, 10FT (Part # 15485E010)		2	
50d	SVC PREM 7X24X4 HOUR - SMALL STORAGE (Part # B3STR-SM1)		2	
50e	DLT 20/40GB Media Cartridge (Part # 5400DTC)		100	
50f	DLT Cleaning Cartridge (Part # 5400CTC)		8	
51	<u>Communication</u>	\$589.00 ⁽³⁾	1 Lot	\$589.00 ⁽³⁾
51a	USRobotics 56K External Modem (Part # 12669E-56)		1	
51b	10' DB25M to DB9F MODEM CABLE (Part # 15437E010)		4	
51c	10BaseT UTP Cable - 15M (Part # 40114C)		8	
52	<u>Printer</u>	\$9,289.00 ⁽³⁾	1 Lot	\$9,289.00 ⁽³⁾
52a	TALLY 6090 PRINTER (Part # 12718EP)		1	
52b	SVC MANAGED 5X8X4 HOUR (Part # B4HCMED-6)		1	
53	<u>Intentionally Omitted</u>			
	<u>Report Server Hardware</u> (Item 54-57)			
54	<u>Processor Chassis</u>	\$109,908.00	1 Lot	\$109,908.00

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
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LAC+USC MEDICAL CENTER

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QTY</u>	<u>TOTAL COST</u>
54a	AV3700R 500MHZ/2MB, QUAD, 128MB, CD (Part # 70919-XE)		1	
54b	AGB ECC EDO DIMM (4X256MB, 50NS)(Part # 7150)		3	
54c	REPLACE 128MB WITH 1GB ECC EDO DIMM (Part # R73111)		1	
54d	AV3700/R EMULEX LP6502-T1 FC ADAPTER (Part # 7487-M)		2	
54e	REPLACE 10/100 LAN W/SELF-CONFIG 4CHN(Part # R73113)		1	
54f	73" DEEPRACK CABINET(Part # 14002-G7)		1	
54g	AC MODULE, LOW VOLT, 5-15 NEMA (Part # 14200- G7)		1	
54h	HOT PLUG N+1 POWER SUPPLY FOR AV3700R (Part # 7655R-E)		1	
54i	9GB 10K RPM,LVD,SCA,LP DISK TYPE 7 (Part # 61035-SJL)		1	
54j	2.5/5GB QIC TAPE FOR AV3700/R (Part # 61017 - SJL)		1	
54k	12GB SE 4MM TAPE ADD IN:AV3700/3700R (Part # 61085-SJL)		1	
54l	ADAPTEC AHA3944 AUWD DIFF SCSI ADAPTR (Part # 7469)		1	
54m	PCI TELNET CONTROLLER, SHORT CARD (Part # 7449-B)		1	
54n	SVC PREM 7X24X4 HOUR - MEDIUM CPU'S (Part # BICPU-MED1)		1	
54o	MONITOR/ KYB IN 3U DRAW (22U OFF FLR) (Part # 5513U-AE)		1	
54p	SVC MANAGED 5X8XNBD PART XCH-LG DSPL (Part # B2DSP-LG8)		1	
55	<u>Disk</u>	\$157,460.00	1 Lot	\$157,460.00
55a	DPE READ CACHE, 1024MB, FC 5500 (Part # 79555)		1	

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
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LAC+USC MEDICAL CENTER

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QTY</u>	<u>TOTAL COST</u>
55b	DPE MIRRORED WRITE CACHE,512MB,FC5500 (Part # 79559)		1	
55c	18GB FC 10K RPM DISK, FOR FC ARRAYS (Part # 79020-HFL)		20	
55d	CL 5500 DPE, HA RACKMOUNT DG/UX (Part # 79501R-E)		1	
55e	CLARIION 5000 10 BAY DAE, HA, RM (Part # 79511R-E)		1	
55f	CLARIION 5000 DUAL STANDBY PS, RM (Part #79568R-E)		1	
55g	FC COPPER CABLE 3M, 9.84' DB9-DB9 (Part # 15495E010)		4	
55h	SVC PREM 7X24X4 HR-DAE 10SLOT FIBR CL (Part # B7CLFDAE-1)		1	
55i	SVC PREM 7X24X4 HR-DPE 10SLOT FIBR CL (Part # B7DLFDPE-1)		1	
56	<u>Communication</u>	\$80.00	1 Lot	\$80.00
56a	10BaseT UTP Cable - 15M (Part # 40114C)		1	
57	<u>Intentionally Omitted</u>			
58	Shipping and Insurance	(4)	1 Lot	(4)
59	Installation	(4)	1 Lot	(4)
EXISTING SYSTEM HARDWARE SUB-TOTAL				\$1,091,522.00
60	<u>Affinity Server and Report Server</u>			
60a	pSeries 650 Model 6M2 CEC (Part # 7038-6M2 0000)	\$194,309.00	2	\$388,618.00
60b	Authorized Assembler Billing Adjustment Indicator (Part # 7038-6M2 0005)		2	
60c	Light Mfg Order Indicator - Do Not Build (Part # 7038-6M2 0009)		2	
60d	4.7 GB SCSI-2 Auto-docking DVD-RAM Drive (Part # 7038-6M2 2629)		2	

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<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QTY</u>	<u>TOTAL COST</u>
60e	POWER GXT135P Graphics Accelerator (Part # 7038-6M2 2848)		2	
60f	146.8 GB 10,000 RPM Ultra320 SCSI Disk Drive Assembly (Part # 7038-6M2 3275)		4	
60g	Backplane For Auto-Docking Media Drives (Part # 7038-6M2 4251)		2	
60h	Internal Cable, Integrated Controller To SCSI Backplane (Part # 7038-6M2 4255)		2	
60i	Internal Cable, Media Backplane Ultra SCSI Backplane(4-pack) (Part # 7038-6M2 4261)		2	
60j	4096MB (4x1024MB) SDRAM DIMM Memory (Part # 7038-6M2 4453)		6	
60k	Rack Indicator, Rack #1 (Part # 7038-6M2 4651)		2	
60l	PROC CARD BACKPL 6WAY CONFIG (Part # 7038-6M2 5123)		2	
60m	IBM 10/10/1000 Base-TX Ethernet PCI-X Adapter (Part # 7038-6M2 5701)		4	
60n	20/40 GB 4mm Internal Auto-docking Tape Drive (Part # 7038-6M2 6185)		2	
60o	PCI DUAL CHANNEL U3 SCSI ADAP (Part # 7038-6M2 6203)		2	
60p	2 Gigabit Fibre Channel PCI-X Adapter (Part # 7038-6M2 6239)		4	
60q	AC Power Supply, 1100 W (Part # 7038-6M2 6287)		4	
60r	RIO-2 Remote I/O Loop Adapter, Primary (Part # 7038-6M2 6415)		2	
60s	Ultra3 SCSI Backplane for Hot-swap Disks(4-pack) (Part # 7038-6M2 6578)		2	
60t	AAP Software Preinstall (RS) (Part # 7038-6M2 7305)		2	
60u	2-Way 1.45 GHz POWER4+ Processor Card, Express Config (Part # 7038-6M2 8051)		6	